



**TASK ORDER (TO)  
47QFCA19F0040 P00029**

**United States Army Open-Source Intelligence  
Capabilities (AOC)**

**in support of:**

**United States Army Intelligence and Security  
Command**



**Awarded to:**

**BAE Systems Technology Solutions & Services, Inc. under the General Services  
Administration (GSA) One Acquisition Solution for Integrated Services (OASIS) Multiple  
Award (MA) Indefinite Delivery/Indefinite Quantity (IDIQ) – Unrestricted Pool 1 Contract  
GS00Q14OADU103**

**Conducted under Federal Acquisition Regulation (FAR) 16.505**

**Awarded by:**

**The Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW (QF0B)  
Washington, D.C. 20405**

**Awarded on August 01, 2019**

**FEDSIM Project Number AR00996**

## SECTION B – SERVICES AND PRICES/COSTS

### **B.1 GENERAL**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed. This One Acquisition Solution for Integrated Services (OASIS) TO falls under Pool 1. An acronym listing to support this Task Order Request (TOR) is included in Section J, Attachment B.

### **B.2 CONTRACT ACCESS FEE (CAF)**

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the OASIS base contract, the CAF shall be 0.1 percent of the total TO value. This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO Award (TOA).

### **B.3 ORDER TYPES**

The contractor shall perform the effort required by this TO on the following basis:

- a. Cost-Plus-Award-Fee (CPAF):
  - Mandatory Labor CLINs: 0001, 1001, 2001, 3001, 4001
  - Optional Labor CLINs: 0002, 1002, 2002, 3002, 4002
- b. Not-to-Exceed (NTE) CLINs:
  - 0003, 0004, 0005, 0006, 1003, 1004, 1005, 1006, 2003, 2004, 2005, 2006, 3003, 3004, 3005, 3006, 4003, 4004, 4005, 4006
- c. Not Separately Priced (NSP) CLINs:
  - 0007, 1007, 2007, 3007, 4007

### **B.4 SERVICES AND PRICES/COSTS**

Long-distance travel is defined as travel over 50 miles from their duty station. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CAF	Contract Access Fee
CLIN	Contract Line Item Number
CPAF	Cost-Plus-Award-Fee
NSP	Not Separately Priced
NTE	Not-to-Exceed
ODC	Other Direct Cost

SECTION B – SERVICES AND PRICES/COSTS

**B.4.1 BASE PERIOD:**

**MANDATORY CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
0001	Labor (Tasks 1–6)	(b) (4)		\$41,050,330

**OPTIONAL CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
0002	Labor (Task 7)	(b) (4)		\$10,262,582

**COST-REIMBURSEMENT TRAVEL, TOOLS, AND ODC CLINs**

CLIN	Description		Total NTE Price
0003	Long-Distance Handling Rate (b) (4) Including Indirect	NTE	\$5,000,000
0004	(b) (4) ncluding Indirect Handling Rate	NTE	\$18,000,000
0005	(b) (4) Including Indirect Handling Rate	NTE	\$3,000,000

**CAF**

CLIN	Description		Total Ceiling Price
0006	CAF	NTE	\$77,313

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

CLIN	Description		Total Price
0007	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING BASE PERIOD CLINs:**

**\$77,390,225**

SECTION B – SERVICES AND PRICES/COSTS

**B.4.2 FIRST OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

<b>CLIN</b>	<b>Description</b>	<b>Cost</b>	<b>Award Fee</b>	<b>Total CPAF</b>
1001	Labor (Tasks 1–6)	(b) (4)		\$52,294,623

**OPTIONAL CPAF LABOR CLIN**

<b>CLIN</b>	<b>Description</b>	<b>Cost</b>	<b>Award Fee</b>	<b>Total CPAF</b>
1002	Labor (Task 7)	(b) (4)		\$13,148,656

**COST-REIMBURSEMENT TRAVEL, TOOLS, AND ODC CLINs**

<b>CLIN</b>	<b>Description</b>		<b>Total NTE Price</b>
1003	Long-Distance (b) (4) Including Indirect Handling Rate	NTE	\$5,000,000
1004	(b) (4) ncluding Indirect Handling Rate	NTE	\$18,000,000
1005	(b) (4) Including Indirect Handling Rate	NTE	\$3,000,000

**CAF**

<b>CLIN</b>	<b>Description</b>		<b>Total Ceiling Price</b>
1006	CAF	NTE	\$91,743

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

<b>CLIN</b>	<b>Description</b>		<b>Total Price</b>
1007	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING FIRST OPTION PERIOD CLINs:**

**\$91,835,022**

SECTION B – SERVICES AND PRICES/COSTS

**B.4.3 SECOND OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
2001	Labor (Tasks 1–6)	(b) (4)		\$50,970,296

**OPTIONAL CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
2002	Labor (Task 7)	(b) (4)		\$12,742,574

**COST-REIMBURSEMENT TRAVEL, TOOLS, AND ODC CLINs**

CLIN	Description		Total NTE Price
2003	Long-Distance (b) (4) Including Indirect Handling Rate	NTE	\$5,000,000
2004	(b) (4) Including Indirect Handling Rate	NTE	\$18,000,000
2005	(b) (4) Including Indirect Handling Rate	NTE	\$3,000,000

**CAF**

CLIN	Description		Total Ceiling Price
2006	CAF	NTE	\$89,713

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

CLIN	Description		Total Price
2007	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING SECOND OPTION PERIOD CLINs:                      \$89,802,583**

SECTION B – SERVICES AND PRICES/COSTS

**B.4.4 THIRD OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
3001	Labor (Tasks 1–6)	(b) (4)		

**OPTIONAL CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
3002	Labor (Task 7)	(b) (4)		

**COST-REIMBURSEMENT TRAVEL, TOOLS, AND ODC CLINs**

CLIN	Description		Total NTE Price
3003	Long-Distance (b) (4) Including Indirect Handling Rate	NTE	(b) (4)
3004	(b) (4) ncluding Indirect Handling Rate	NTE	
3005	(b) (4) Including Indirect Handling Rate	NTE	

**CAF**

CLIN	Description		Total Ceiling Price
3006	CAF	NTE	(b) (4)

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

CLIN	Description		Total Price
3007	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING THIRD OPTION PERIOD CLINs:**

(b) (4)

SECTION B – SERVICES AND PRICES/COSTS

**B.4.5 FOURTH OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
4001	Labor (Tasks 1–6)	(b) (4)		

**OPTIONAL CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
4002	Labor (Task 7)	(b) (4)		

**COST-REIMBURSEMENT TRAVEL, TOOLS, AND ODC CLINs**

CLIN	Description		Total NTE Price
4003	Long-Distance (b) (4) Including Indirect Handling Rate	NTE	(b) (4)
4004	(b) (4) ncluding Indirect Handling Rate	NTE	
4005	(b) (4) Including Indirect Handling Rate	NTE	

**CAF**

CLIN	Description		Total Ceiling Price
4006	CAF	NTE	(b) (4)

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

CLIN	Description		Total Price
4007	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING FOURTH OPTION PERIOD CLINs:**

(b) (4)

**GRAND TOTAL ALL CLINs:**

**\$437,517,111**

## SECTION B – SERVICES AND PRICES/COSTS

### **B.5 SECTION B TABLES**

#### **B.5.1 INDIRECT/MATERIAL HANDLING RATE**

Tools, ODCs, and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

#### **B.5.2 DIRECT LABOR RATES**

Labor categories proposed shall be mapped to existing OASIS labor categories. Specialized or rare labor categories, including Ancillary Service Labor Categories, not explicitly defined in any labor category description in Section J.1, Attachment 1 of OASIS Unrestricted Pool 1 Master contract must be approved by the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer (CO) (Section B.2.1, OASIS Unrestricted Pool 1 Master contract).

#### **B.5.3 ACCOUNTING FOR CONTRACTOR MANPOWER**

The costs to be reported under CLIN X007 are those associated with the reporting requirements specified in Section C.5.1.1 and relate to this TO only.

### **B.6 INCREMENTAL FUNDING**

#### **B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding in the amount of \$29,857,808.00 for CLINs 0001 through 0006 and **\$35,393,032.00** for CLINs 1001 through 1006 and **\$30,936,321.00** CLIN 2001 through 2006 is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through September 30, 2021, unless otherwise noted in Section B. The TO may be modified to add funds incrementally up to the maximum of \$437,517,111.00 over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

#### **Incremental Funding Chart for CPAF**

See Section J, Attachment C - Incremental Funding Chart (Excel Spreadsheet).



## SECTION B – SERVICES AND PRICES/COSTS

### **B.7 ANCILLARY SUPPORT**

The ancillary support to be performed in this TO is defined in Section C.

### **B.8 AWARD FEE RESULTS REPORTING TABLE**

The Award Fee Determination Plan (AFDP) establishes award fee. See Section J, Attachment D – Award Fee Determination Plan (Word document).

## **C.1 BACKGROUND**

The United States (U.S.) Army Intelligence and Security Command (INSCOM), an Army Direct Reporting Unit (DRU), executes mission command of operational intelligence and security forces; conducts and synchronizes worldwide multi-discipline and Open Source Intelligence (OSINT) and security operations; and delivers linguist support and intelligence-related advanced skills training, acquisition support, logistics, communications, and other specialized capabilities in support of Army, Joint, and Coalition Commands and the U.S. Intelligence Community (IC). INSCOM is a global command with multiple Major Subordinate Commands (MSCs). INSCOM is the Army-wide OSINT program manager including INSCOM organizations, U.S. Army Forces Command (FORSCOM) and its subordinate Military Intelligence (MI) elements, Army Special Operations Forces and its subordinate MI elements, as well as other Army Service Component Commands (ASCCs), Army Commands (ACOMs), intelligence and intelligence-related activities, and partners/foreign partners approved by the Army OSINT Office (AOO). In January 2016, Headquarters Department of the Army (HQDA) validated the Army Global OSINT requirements. All further references to INSCOM throughout this document include its MSCs and other subordinate units located in the U.S and deployed overseas.

### **C.1.1 PURPOSE**

The purpose of this TO is to operationalize OSINT to the Department of the Army, ASCC, and other Major ACOMs in support of Conventional and Special Operations Forces. This activity will inform and implement Army policy and provide access to, training for, and management and oversight of enterprise-approved OSINT capabilities for the Army. This TO will provide OSINT capabilities that meet the Army's demands and requirements. This TO will also provide limited tool and training support as approved by the AOO to Counter-Intelligence (CI) personnel, non-intelligence personnel, and foreign intelligence partners conducting like activities, as needed.

### **C.1.2 AGENCY MISSION**

The AOO is responsible for the expansion of existing and emerging capabilities deemed essential to enable Army MI elements and AOO approved partners supporting theater and functional Combatant Commands (CCMDs) in the use of Publicly Available Information (PAI) for intelligence or intelligence-related purposes. The AOO operationalizes OSINT collection capabilities in support of Conventional and Special Operations Forces. The AOO executes requirements for, training of, and access to capabilities provisioned by its Defense and National OSINT partners, facilitating on-demand, near real-time intelligence collection for unit commanders and theater decision-makers.

AOO is charged to conduct operations that were not envisioned or resourced during its organizational design and development; it approaches its mission by focusing efforts on:

- a. Operationalizing and professionalizing advanced OSINT collection and exploitation through training.
- b. Supporting OSINT teams Army-wide.
- c. Serving as the Army OSINT Capabilities Manager.
- d. Managing requirements for and access to capabilities.
- e. Budgeting for essential resources to enable in the Program's successful execution.

## SECTION C – PERFORMANCE WORK STATEMENT

- f. Auditing for Intel Oversight Compliance in accordance with Department of Defense Manual (DoDM) 5240.01.
- g. Informing policy and doctrine.

### **C.2 SCOPE**

The scope of this TO is to support the expansion of existing and emerging OSINT capabilities. This support includes the activities related to and in support of delivering collection and exploitation support, training, capabilities management support, OSINT readiness, hosting environment support services, and emergent project support as needed.

Performance of services will be at multiple locations in the Continental United States (CONUS) and Outside the Continental United States (OCONUS) including, but not limited to the locations in Section F. Extensive CONUS and OCONUS travel is expected.

### **C.3 CURRENT OPERATING ENVIRONMENT**

INSCOM provides on-going OSINT capability and training across the globe to the Department of the Army, ASCC, and other Major ACOMs. The Areas of Responsibility (AOR) that make up the current operating environment include, but are not limited to, the following:

- a. U.S. Army FORSCOM and its subordinate organizations.
- b. U.S. Africa Command (AFRICOM) and U.S. Army Africa (USARAF).
- c. U.S. Indo-Pacific Command (USINDOPACOM) and U.S. Army Pacific (USARPAC).
- d. U.S. Special Operations Command (SOCOM), Army Special Operations Command (USASOC), and subordinate commands.
- e. U.S. European Command (EUCOM) and U.S. Army Europe (USAREUR).
- f. U.S. Northern Command (NORTHCOM), U.S. Army North (USARNORTH), U.S. Southern Command (SOUTHCOM), and U.S. Army South (USARSOUTH).
- g. Army National Guard (ARNG.)
- h. Army Reserve Intelligence Support Centers (ARISCs) and Joint Reserve Intelligence Centers (JRICs).

Detailed information on the current OSINT environment can be found in Section J, Attachment W.

### **C.4 OBJECTIVE**

The objectives of this effort are to:

- a. Sustain, enhance, and automate INSCOM's ability to collect and exploit PAI in an innovative, timely, and cost-effective manner.
- b. Enhance the synergies between INSCOM and the other major entities in the IC to keep pace with evolving threats through continuous innovation of OSINT capabilities.
- c. Enhance INSCOM's ability to store and exploit large data sets beyond the current capabilities using big data analytics, in order to facilitate faster and more streamlined decision making.
- d. Continue to be a leader in OSINT tradecraft training.

## SECTION C – PERFORMANCE WORK STATEMENT

- e. Provide and sustain a hosting environment that allows for Single Sign-On (SSO) access to the OSINT Toolkit 24 hours per day, seven days per week, and 365 days per year (24x7x365).
- f. Support an innovative, timely, and cost-effective approach to technology assessments of existing OSINT/PAI capabilities and emerging technologies.
- g. Ensure that the capabilities and practices conducted by the AOO reduce or mitigate the OSINT challenges in the safest, most efficient, and cost-effective manner.
- h. Ensure solution delivery aligns with the AOO Director's program priorities and AOO's operational goals and mission.
- i. Provide quick, innovative, and cost-effective response to support urgent operational needs and emergent projects.

### **C.5 TASKS**

The major task areas of the Army OSINT Capabilities (AOC) TO are defined below:

- Task 1 – Program Management
- Task 2 – Collection and Exploitation Support
- Task 3 – Training
- Task 4 – OSINT Capabilities Management
- Task 5 – OSINT Readiness
- Task 6 – OSINT Hosting Environment
- Task 7 – Emergent Project Support (Optional)

#### **C.5.1 TASK 1 – PROGRAM MANAGEMENT**

The contractor shall provide program management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors and teaming partners, to satisfy the requirements identified in this Performance Work Statement (PWS). The contractor shall provide the required OSINT support services for a number of locations across CONUS and OCONUS.

##### **C.5.1.1 SUBTASK 1 – ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for INSCOM via a secure data collection site. The contractor shall completely fill in all required data fields using the following web address: <http://www.sam.gov/>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported No Later Than (NLT) October 31 of each calendar year. Contractors may direct questions to the support desk at: <http://www.sam.gov/>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each

## SECTION C – PERFORMANCE WORK STATEMENT

required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

### **C.5.1.2 SUBTASK 2 – COORDINATE A PROJECT KICK-OFF MEETING**

The contractor shall schedule, coordinate, and host a Project Kick-Off Meeting at the location approved by the Government (Section F, Deliverable 01). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, other relevant Government personnel, and the FEDSIM COR.

At least three days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (Section F, Deliverable 02) for review and approval by the FEDSIM COR and the INSCOM Technical Point of Contact (TPOC) prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of contact (POCs) for all parties.
- b. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government).
- c. Project Staffing Plan and status.
- d. Transition-In Plan (Section F, Deliverable 14) and discussion.
- e. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs)).
- f. Invoicing requirements.
- g. Baseline Quality Management Plan (QMP) (Section F, Deliverable 11).
- h. Technical Direction Plans (TDPs)
- i. Status and process of the following OCONUS Special Requirements: Theater Business Clearance (TBC), Letters of Authorization (LOA), Government-Furnished Life Support Validation (GFLSV), Synchronized Predeployment and Operational Tracker (SPOT), Technical Expert Status Accreditation (TESA), and Status of Forces Agreement (SOFA).

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting, and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report (Section F, Deliverable 03) documenting the Kick-Off Meeting discussion and capturing any action items.

### **C.5.1.3 SUBTASK 3 – PREPARE A MONTHLY STATUS REPORT (MSR)**

The contractor shall develop and provide an MSR (Section F, Deliverable 04). The MSR shall include the following:

- a. Activities during reporting period, by task (include on-going activities, new activities, and activities completed, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task.

## SECTION C – PERFORMANCE WORK STATEMENT

- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Personnel gains, losses, and status (security clearance, etc.).
- d. Government actions required.
- e. Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- f. Summary of trips taken, conferences attended, etc. (attach Trip Reports to the MSR for reporting period).
- g. Cost incurred by CLIN.
- h. Accumulated invoiced cost for each CLIN up to the previous month.
- i. Projected cost of each CLIN for the current month.
- j. Status of TDPs and Technical Direction Letters (TDLs)
  - 1. Details on schedule, staffing levels, and progress of performance.
  - 2. Details on cost incurred by CLIN (i.e., labor, travel, tools, CAF, and ODCs), line of accounting, accumulated invoiced cost for TDP/TDL up to the previous month, and projected cost of each CLIN for current month.
  - 3. Issues, concerns, and opportunities.

The contractor shall prepare the MSR using the sample MSR template provided in Section J, Attachment F.

### **C.5.1.4 SUBTASK 4 – CONVENE TECHNICAL STATUS MEETINGS**

The contractor Program Manager (PM) shall convene a monthly Technical Status Meeting with the INSCOM TPOC, FEDSIM COR, and other Government stakeholders (Section F, Deliverable 05). The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities such as TDPs/TDLs and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the FEDSIM COR (Section F, Deliverable 06).

### **C.5.1.5 SUBTASK 5 – PREPARE PROJECT MANAGEMENT PLAN (PMP)**

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a draft PMP (Section F, Deliverable 07) on which the Government will make comments. The final PMP (Section F, Deliverable 08) shall incorporate the Government's comments.

The PMP shall:

- a. Describe the proposed management approach.
- b. Contain detailed Standard Operating Procedures (SOPs) for all tasks.
- c. Include milestones, tasks, and subtasks required in this TO.
- d. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between Government organizations.
  - 1. The WBS shall identify all technical activities at a level of detail sufficient for the contractor to manage the work.

## SECTION C – PERFORMANCE WORK STATEMENT

2. Each WBS element shall be accompanied by a description and expected result(s).
3. Each WBS element shall include an estimate of the level of effort required by labor category and associated cost.
- e. Describe in detail the contractor's approach to risk management under this TO.
- f. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.
- g. Describe in details the contractor's approach to the management of TDPs and TDLs from inception to closeout.
- h. Describe in detail the contractor's approach for OCONUS special requirements such as TBC, LOAs, GFLSV, SPOT, TESA, and SOFA.
- i. Include the contractor's QMP.

### **C.5.1.6 SUBTASK 6 – UPDATE THE PROJECT MANAGEMENT PLAN (PMP)**

The PMP is an evolutionary document that shall be updated annually at a minimum (Section F, Deliverable 09). The contractor shall work from the latest Government-approved version of the PMP.

### **C.5.1.7 SUBTASK 7 – PREPARE TRIP REPORTS**

The Government will identify the need for a Trip Report when the request for travel is submitted (Section F, Deliverable 10). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and POC at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained. At a minimum, trip reports shall be prepared with the information provided in Section J, Attachment G.

### **C.5.1.8 SUBTASK 8 - PREPARE TECHNICAL DIRECTION PLANS (TDPs)**

TDPs are a means of clarifying contractual requirements or direction of a technical nature, within the context of the TO. The contractor shall prepare TDPs in response to an approved FEDSIM Contracting Officer (TDL) in accordance with **Section H.19**. The contractor shall tailor the requirements for each TDP. The TDP is an evolutionary document and the contractor shall work from the latest Government-approved version of the TDP.

The TDP shall include:

- a. Project overview.
- b. Project cost estimate (Rough Order of Magnitude (ROM)).
- c. Master Equipment List (MEL)/Bill of Materials (if applicable).
- d. Project schedule including milestones, tasks, and subtasks required in this project.
- e. Project risks and mitigations.
- f. Project staff and resources.
- g. Performance criteria.
- h. Travel considerations.
- i. Project work products deliverables.

## SECTION C – PERFORMANCE WORK STATEMENT

- j. Security considerations.
- k. Provide for an overall WBS.
- l. Project transition.
- m. TDP customer feedback participation.

The contractor shall host a Project Kick-Off Meeting for each approved TDL and shall provide a meeting agenda and meeting minutes.

### **C.5.1.9 SUBTASK 9 – PROVIDE QUALITY MANAGEMENT**

The contractor shall identify and implement its approach for providing and ensuring quality throughout its solution to meet the requirements of the TO. The contractor's QMP shall describe the application of the appropriate methodology (i.e., quality control and/or quality assurance) for accomplishing TO performance expectations and objectives. The QMP shall describe how the appropriate methodology integrates with the Government's requirements.

The contractor shall provide a baseline QMP as required in Section F (Section F, Deliverable 12). The contractor shall periodically update the QMP, as required in Section F (Section F, Deliverable 13), as changes in program processes are identified.

### **C.5.1.10 SUBTASK 10 – TRANSITION-IN**

The contractor shall update the draft Transition-In Plan (Section F, Deliverable 14) provided with its proposal and provide a final Transition-In Plan as required in Section F (Section F, Deliverable 15). The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The tools and capabilities identified in Section J, Attachment X shall be available for performance NLT 135 days after project start. The aforementioned tools and capabilities have various expiration dates for their support, and must be in place in this time period to ensure continued performance. The contractor shall implement its Transition-In Plan NLT ten calendar days after project start, and all transition activities shall be completed 60 calendar days after approval of final Transition-In Plan (Section F, Deliverable 15).

### **C.5.1.11 SUBTASK 11 – TRANSITION-OUT**

The contractor shall provide transition-out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to incoming contractor/Government personnel at the expiration of the TO. The contractor shall provide a draft Transition-Out Plan within six months of Project Start (PS) (Section F, Deliverable 16). The Government will work with the contractor to finalize the Transition-Out Plan (Section F, Deliverable 17) in accordance with Section E. At a minimum, the Transition-Out Plan shall be reviewed and updated on an annual basis (Section F, Deliverable 18). Additionally, the Transition-Out Plan shall be reviewed and updated quarterly during the final Option Period (Section F, Deliverable 18).

In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes.
- b. POCs.



## SECTION C – PERFORMANCE WORK STATEMENT

- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor-to-contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel.
- g. Schedules and milestones.
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

The contractor shall implement its Transition-Out Plan NLT six months prior to expiration of the TO.

### **C.5.2 TASK 2 – COLLECTION AND EXPLOITATION SUPPORT**

The contractor shall conduct the collection and exploitation of PAI by providing access to an AOO-approved suite of tools to answer both standing and ad hoc data intelligence requirements in a timely manner, as required by the time sensitivity of the requirement. The contractor shall use its collection and exploitation of PAI to prepare ad hoc responses to requirements or Open Source Intelligence Reports (OSIR), along guidelines standardized by Defense and Intel Communities. The contractor shall assist soldiers, civilians, and contractors in Army Intel roles to conduct critical tasks in research, collection, production, exploitation, and dissemination of OSINT products, as needed.

Intelligence exploitation shall include OSINT in support of other intelligence disciplines, such as All Source Intelligence, Signals Intelligence (SIGINT), Geospatial Intelligence (GEOINT), and Counterintelligence/Human Intelligence (CI/HUMINT), as well as specialized skills (e.g., open source support to counter terrorism, cyber threat analysis, cyber operations, information operations and other disciplines) that may develop during the life of this contract. The contractor shall process, translate (if applicable), develop, and exploit the data to produce OSIR (Section F, Deliverable 19) and other supplemental deliverables as determined by the supported commander. If collection of PAI reveals an imminent force protection threat, the contractor shall immediately notify appropriate law enforcement, CI organization, or other appropriate Government entity.

The contractor shall develop and maintain collection and exploitation procedures to meet changing requirements and ensure maximum operational success.

#### **C.5.2.1 SUBTASK 1 – LINGUISTIC CAPABILITY**

The contractor shall increase the organic linguistic capabilities of the AOO. The contractor shall increase the language proficiency of Government personnel associated with Task 2 – Collection and Exploitation Support, to at least at the +2 level on the Defense Language Proficiency Test (DLPT) or equivalent. The Government will provide direction on the applicable languages for each location post-award. The contractor shall develop a draft Linguistic Capability Plan (LCP) (Section F, Deliverable 20). Once the Government has provided comments/feedback, the contractor shall respond and incorporate the comments/changes and provide a final LCP (Section F, Deliverable 21). The contractor shall execute the LCP in accordance with Government direction. The contractor shall provide LCP updates (Section F, Deliverable 22), to implement requirements, and continue to tailor the plan to the Government's needs.

## SECTION C – PERFORMANCE WORK STATEMENT

### **C.5.3 TASK 3 – TRAINING**

#### **C.5.3.1 SUBTASK 1 – MOBILE TRAINING TEAM (MTT)**

The contractor shall train soldiers, civilians, and contractors in the collection and exploitation of PAI, OSINT reporting, dissemination, and coordination or cueing other intelligence disciplines. The contractor shall frequently travel to CONUS and OCONUS locations.

The contractor shall conduct training of OSINT Programs of Instruction (POI) approved by the AOO and support the development of new/revised curricula to maintain POI currency. The contractor's POI shall include, but are not limited to, the following:

- a. Refreshers as needed on OSINT fundamentals.
- b. Real-time event detection and alerting.
- c. PAI Collection with secure browsing techniques and dark web exploitation.
- d. Procedures for accessing deep web (data acquisition).
- e. Focused in-depth exploitation and data visualization).
- f. Machine language translation of foreign language media content.
- g. Procedures for applying for access to Department of Defense (DoD) enterprise-level approved tools and programs.
- h. Collection requirement management.
- i. Procedures for complying with Open Source Intelligence Reporting (OSIR) requirements.
- j. Computer and mobile device security
- k. Deep understanding of PAI and databases available to Army/DOD enterprise users

In addition to the POI, the contractor shall:

- a. Seek continued relevance on new internet data sets and exploitation tools.
- b. Conduct training and develop criteria for evaluating the effectiveness of training activities.
- c. Develop, organize, and conduct training and educational programs for approved Army personnel.
- d. Provide research for national security, infrastructure, technology, country, geographic area, and biographic and targeted vulnerability.
- e. Establish and review course content and objectives to ensure a well-integrated and unified OSINT training program.
- f. Maintain records of training activities, participant progress, and program effectiveness.
- g. Update course documentation on a regular basis to ensure timeliness and relevance.
- h. Provide innovative learning solutions and apply industry best practices to address unique training challenges.
- i. Conduct research into new training, educational, and multimedia technologies.
- j. Maintain current knowledge of relevant technologies and subject areas.
- k. Describe the capabilities and limitations of current and future PAI collection and exploitation technologies.

## SECTION C – PERFORMANCE WORK STATEMENT

### **C.5.3.2 SUBTASK 2 – TRAINING COORDINATION AND OUTREACH**

The contractor shall provide administrative and logistical support in support of MTTs at INSCOM Headquarters (HQ).

The contractor shall process requests for OSINT training from across the U.S. Army enterprise and other AOO-approved customers, scheduling the training based on the availability of the AOO training personnel and reviewing unit's mission requirements.

The contractor shall prepare schedules, rosters, Virtual Teleconference (VTC) reservations, and other scheduling support in advance of the MTT, and be available during MTT execution to resolve issues related to the planning and execution of the MTT. Once an MTT has been completed, the contractor shall receive post-training materials from the trainers and input appropriate data into AOO databases to maintain an audit trail of all training conducted. Before, during, and after MTT execution, the contractor shall support the creation or deletion of accounts to PAI collection and exploitation tools based on the eligibility of the intelligence professionals as recorded in AOO databases.

The contractor shall support the quarterly audit of all AOO approved users with access to AOO provisioned capability by communicating with appropriate unit POCs and either provisioning or removing access, as necessary, based on those audits. The contractor shall prepare ad-hoc reports, graphs, charts, and presentations required to conduct and facilitate all training activities. The contractor shall regularly communicate with supported units, other directorates, other services, vendors, and agencies in-person, by phone, and via email, acting as the primary entry point for AOO engagements. The contractor shall assist in developing new methods for tracking and reporting AOO program statistics, maintaining key customer information, and improving upon existing standards and processes.

### **C.5.3.3 SUBTASK 3 – PROGRAM OF INSTRUCTION (POI) REFINEMENT**

#### **C.5.3.3.1 TRAINING SUPPORT PACKAGE (TSP) MAINTENANCE AND REVIEW**

The contractor shall deliver training products, participate in training product development sessions, and instruct training classes. In order to support this, the contractor shall develop TSPs (Section F, Deliverable 23) in accordance with Government requirements. The TSPs shall maintain the current training curriculum at each location. The contractor shall maintain all applicable POI, Lesson Plans, Practical Exercises, and Evaluations. The contractor shall deliver the instruction in accordance with the training Analysis, Design, Development, Implementation, and Evaluation (ADDIE) process concepts.

The contractor shall convene TSP Reviews (Section F, Deliverable 24) on a semi-annual basis or at Government request. The objective of the TSP is to assess the current training curriculum at each location/organization in scope of this contract and to assess documentation, across the contract, and its effectiveness based on After Action Reviews (AARs), lessons learned, and other applicable sources. The contractor shall stay abreast of the current status of policy and doctrine, as significant changes to the TSP may occur if there is a change to either. As changes occur, the contractor shall make recommendations (Section F, Deliverable 25) and changes to the TSP after Government approval.

#### **C.5.4 TASK 4 - OSINT CAPABILITIES MANAGEMENT**

The contractor shall provide technology assessments of existing OSINT/PAI capabilities and emerging technologies. The contractor shall provide recommendations for integration into the OSINT Toolkit (Section F, Deliverable 26). The recommendation shall include a business case analysis that evaluates the viability of the tool, a cost benefit analysis, a recommendation for utilizing the testing and evaluation environment, and a plan for moving the tool directly to the operational environment (if applicable). Capability Management Support (CMS) shall also conduct analysis of current tools and support the removal of OSINT and PAI collection, exploitation, visualization, dissemination, and alerting technologies in a rapid manner. The contractor shall provide the rapid acquisition of accounts or removal of accounts based on the needs of the enterprise.

##### **C.5.4.1 SUBTASK 1 – CAPABILITY MANAGEMENT SUPPORT (CMS)**

CMS directly supports the AOO director's intent by providing capabilities and analysis that enables the AOO leadership to address the gaps, overlaps, and possible duplication effort at the enterprise-level rather than at the individual operator's level. CMS shall include, but is not limited to, the following:

- a. Coordinate and represent the AOO on the appropriate DoD and National-level standard-setting bodies and organizations and requirements and capabilities boards and working groups.
- b. Work closely with the AOO components to ensure programs and systems reduce or mitigate the challenges in the safest, most efficient, and most cost-effective manner.
- c. Advise on requirements and planning for acquisitions, ensuring OSINT technologies are reliable, interoperable, and effective.
- d. Use technical and analytic techniques to identify and prioritize capability gaps and find solutions for Army OSINT operations.
- e. Provide accessing and recommending oversight for all OSINT tools and subscription services as well as in evaluating collection and analysis technologies.
- f. Provide an innovative, systems-based approach to help operators define their needs and develop technologies and solutions that can be quickly deployed to frontline operators.
- g. Define requirements from a project's inception to conclusion for complex to extremely complex programs.
- h. Provide strategic advice, technical guidance, and expertise to program and project staff.
- i. Provide detailed analysis and recommendations for improvements, optimization development, and/or maintenance efforts for client-specific or mission-critical challenges/issues.
- j. Consult with the client to define the need, problem, and solution. Lead studies and surveys to collect and analyze data to provide advice and recommend solutions.
- k. Explore emerging capabilities in Big Data, Data Analytics, and Data Science to support definition of AOO Data Strategy.
- l. Prepare assessments of current threats and trends based on the sophisticated collection, research, and analysis of classified and open source information.

## SECTION C – PERFORMANCE WORK STATEMENT

### **C.5.5 TASK 5 – OSINT READINESS**

The contractor shall provide the functional support required to maximize operational OSINT readiness. The contractor shall interpret higher authority direction, command guidance, and strategies to accomplish the Director's MI priorities as reflected in the operational goals and missions. The contractor shall provide oral and written recommendations for the general officer level audiences on multi-year projects, doctrine, and policies that will affect the entire Army. The contractor shall provide input to graphic and visual products for presentation to senior officers, as well as edit and coordinate the final drafting of documents and graphic presentations (Section F, Deliverable 27), from other members of the AOO team, prior to submission as the approved position of the AOO and/or HQ INSCOM, as required. The contractor shall provide the following senior level support activities:

- a. Conduct research, analysis, and coordination of strategy, policy, and doctrine at the IC, DoD, Service, and Command levels.
- b. Executive-level projects and analyze, assess, and develop future strategy and guidance governing Army OSINT operations.
- c. IC, DoD, and interagency policy formulations on OSINT issues and foreign partner agreements, ensuring authorities, concerns, and AOO equities are accurately represented.
- d. Conduct research to support and provide strategic and conceptual guidance to IC leaders.
- e. Conduct novel and systematic analyses of the tasking, collection, exploitation, and dissemination of OSINT.
- f. Conduct data assembly and analysis; participate in focus groups; prepare draft documents and presentations; and coordinate work among project team members.
- g. Intelligence and information sharing and safeguarding integration and coordination efforts.
- h. Provide support IC issues through interaction and collaboration with appropriate mission partners.
- i. Advise and support advancement of key intelligence and information sharing projects, ensuring proper agency coordination is completed in a timely and effective matter.

#### **C.5.5.1 SUBTASK 1 – OVERSIGHT AND COMPLIANCE ACTIVITY**

The contractor shall conduct OSINT Activity Audits (Section F, Deliverable 28) at INSCOM HQ at Fort Belvoir, VA, in accordance with DoD Manual (DoDM) 5240.01, dated August 2016; Secretary of the Army (SECARMY) Directive 2016-37, dated 17 November 2017; and INSCOM Operation Order (OPORD) 17-132. The contractor shall ensure compliance with these requirements and perform audits on 100 percent of the key log files for all Army accounts. The contractor shall perform the audits by trained specialists and comply with the published and posted schedule. The auditor uses designated scripts to search each audited account focusing on improper use according to AOO policy. The auditor shall review the log search results to compile the findings based on results from dirty word lists, unauthorized domains, and behavior not compliant with the AOO Managed Attribution Terms of Use (TOU) and Army Regulation (AR) 381-10.

The auditor shall maintain key logs on a shared drive using an agreed upon naming convention and made available to investigators for further scrutiny and reference in the case of potential Questionable Intelligence Activities (QIAs) reporting or TOU violations. Potential QIAs and/or

## SECTION C – PERFORMANCE WORK STATEMENT

misuse shall be reported and require additional searches of person(s) identified as possibly performing unauthorized activity. The objective of the additional searches is to identify either a pattern or history of misconduct, if any. The AOO auditor shall provide additional background information on the user's activity on the managed attribution system to the Intelligence Oversight Office or designated investigators, as necessary. The AOO auditor shall be readily available to further assist the Intelligence Oversight Office and/or investigator and respond for any additional information that may be requested.

### **C.5.5.2 SUBTASK 2 – SIGNATURE REDUCTION**

The contractor shall maintain knowledge of established Signature Reduction plans to ensure they support current and future operations. The contractor shall utilize appropriate Signature Reduction methodologies in the provision of this staff and operations support. The Government will provide training and direction in the execution of these methodologies. The contractor shall support the request, management, and deactivation of required Signature Reduction mechanisms and support. In addition to this, the contractor shall perform organizational, individual, and operational due diligence in accordance with DoD policies to maintain plans, mechanisms, and travel awareness. The contractor shall assist with periodic Command inspections of subordinate units for Signature Reduction-related programs, assist in determining operational validity and review of subordinate element Signature Reduction plans, and evaluate the sustainability of the unit's Signature Reduction Tactics, Techniques, and Procedures (TTPs).

The contractor shall draft responses to Signature Reduction requirements and assigned projects, and engage associated organizations for support and collaborating or coordinating on externally generated requirements. The contractor shall review and refine Signature Reduction programs and/or SOPs, and other regulatory documents to ensure compliance with DoD policies and regulations.

#### **C.5.5.2.1 SIGNATURE REDUCTION TRAINING**

The contractor shall prepare and deliver Signature Reduction training for Soldiers, civilians, and contractors in support of unit readiness. The contractor shall ensure that training is relevant to the operational and administrative needs of Signature Reduction and reflects the current approved Signature Reduction tradecraft.

### **C.5.6 TASK 6 – OSINT HOSTING ENVIRONMENT**

The contractor shall provide an OSINT hosting environment that supports a testing and operational capability. This OSINT hosting environment shall support an OSINT toolkit, utilize a SSO system, and operate on unclassified DoD networks. The contractor shall operate and maintain the OSINT Hosting environment.

This shall include, but is not limited to, the following:

- a. Provide day to day access to a suite of tools used to collect, search, and exploit publicly available data.
- b. Scale (buying more or less accounts) access to tools up or down periodically based on enterprise need.
- c. Provide administrative access on platform to support creation/deletion of accounts and access to tools by staff, auditors, and trainers.

## SECTION C – PERFORMANCE WORK STATEMENT

- d. Conduct evaluating, researching, and testing of new tools for integration into environment at request of Government.
- e. Ensure the rapid integration and deployment of innovative plug-and-play technologies.
- f. Provide environment architecture that delivers authentication, end-user access, security, auditing, compliance, and dynamic system scaling support.
- g. Provide the capability for hosting and dissemination of unclassified//For Official Use Only (FOUO) information with access constraints, encryption at rest and in-transit standards, ingest, data partitioning and handling, analytics, and management of data up to any standard developed by executive agencies in accordance with Executive Order 13556 – Controlled Unclassified Information.

### **C.5.6.1 SUBTASK 1 – OSINT PLATFORM SUPPORT**

The contractor shall provide a secure, web-accessible, commercially-hosted platform that supports operational and testing environments for current and emerging OSINT and PAI collection, exploitation, visualization, dissemination, and alerting technologies. The platform must be flexible and scalable to meet the requirements of all users and organizations. The platform must also have layered permissions to include user roles and administrative roles that support the maintenance of user roles (e.g., creation, deletion, provisioning of tools and services, and other necessary actions). There shall also be 24x7x365 technical support at Tiers 1, 2, and 3 available to ensure no loss of capability or access. In the event that a service disruption is unavoidable, the contractor shall inform the Government no less than two weeks in advance, and the system shall not be unavailable for longer than two hours. These interruptions shall not occur more than once per quarter.

#### **C.5.6.1.1 – PLATFORM OPERATIONAL ENVIRONMENT**

The contractor shall provide an unclassified, “Federal Risk and Authorization Management Program (FedRAMP) approved for FOUO data” operational environment in which users can access any provisioned tools or services with appropriate permissions. FedRAMP is a Government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This must include R Code for user-defined web scraping and the integration of AOO-approved collection and exploitation Commercial Off-the-Self (COTS) tools. This environment must be secure, not directly attributable to U.S. Government (USG) or DoD networks. It also must provide remote access from regions across the globe and require neither physical installation of hardware nor the installation of software on client endpoints.

The contractor shall provide a platform capable of moving approved OSINT and PAI collection, exploitation, visualization, dissemination, and alerting tools from the testing environment to the operational environment at the completion of test and evaluation activities. The platform shall also support the direct integration of approved tools and services at the request of the Government, regardless if they have been housed in the testing environment.

### **C.5.6.2 SUBTASK 2 – OSINT TOOLKIT**

The contractor shall provide a platform to host an OSINT Toolkit integrated with the operational environment. The Toolkit must be flexible and support the addition or removal of OSINT and PAI collection, exploitation, visualization, dissemination, and alerting technologies in a rapid

## SECTION C – PERFORMANCE WORK STATEMENT

manner. The Toolkit must also be scalable and allow for the addition or deletion of accounts on tools and services approved for use on the platform in a rapid manner. This includes the rapid acquisition of accounts or removal of accounts based on the needs of the enterprise. The Toolkit must be secure, not directly attributable to USG or DoD networks. It also must provide remote access from regions across the globe and require neither physical installation of hardware, nor physical installation of software on client endpoints. There shall also be 24x7x365 technical support at Tiers 1, 2, and 3 available to ensure no loss of capability or access. In the event that a service disruption is unavoidable, the contractor shall inform the Government no less than two weeks in advance, and the system shall not be unavailable for longer than two hours. These interruptions shall not occur more than once per quarter. The platform shall be accredited for FOUO by FedRAMP and a SSO function shall reside within the Toolkit.

The contractor shall provide support for custom toolkit requirements and systems in the form of short-term projects and initiatives and for unanticipated requirements including DoD and Congressional mandates.

### **C.5.7 TASK 7 – EMERGENT PROJECT SUPPORT (OPTIONAL)**

Unpredictable world events demand that INSCOM have the capability to maintain quick responsiveness to unscheduled fieldings and tactical units worldwide to support the warfighter and sustain National Security. Accordingly, the contractor shall provide quick reaction support in response to emergent special projects.

This additional emergent project as-needed support applies across Tasks 1 through 6 for potential Army stakeholders.

All or some of the INSCOM support options are expected to be exercised either concurrently with TOA or at any point in the TO period of performance with advance notification. It is also possible that none of the options will be exercised.



## SECTION D - PACKAGING AND MARKING

### **D.1 MARKING, HANDLING, STORAGE, PRESERVATION, PACKAGING, AND SHIPPING**

The contractor shall establish and maintain procedures for marking, handling, storage, preservation, packaging, and shipping to protect the quality of products and prevent damage, loss, deterioration, degradation, or substitution of products. International shipments that fall under U.S. Customs Regulations shall be handled in accordance with U.S. Customs Regulations. All equipment shall be packaged to preclude any damage from occurring during shipping and insured for estimated replacement value when using commercial transportation means. The Government may specify or provide special packaging for select systems. All other packaging materials not provided by the Government shall be charged to the TO under the Tools CLIN X004 and ODCs CLIN X005.

The contractor shall obtain all required Export Licenses. The contractor shall also comply with all applicable U. S. Government, Host Nation, or third-country agreements, country clearances, and Combatant Commander orders, policies, and directions. The contractor shall ship all items utilizing the most expeditious mode of transportation to support in-theater high-demand requirements for spares assets.

The contractor shall execute the movement of items between the field support locations and Original Equipment Manufacturer (OEM), depot, or other locations identified by the Government. The contractor shall use best commercial practices to provide safe storage, packaging, and transportation of all spares and consumables within CONUS and to OCONUS Regional Support Centers (RSCs). The contractor shall ensure all customs documentation, declarations, and Hazardous Materials (HAZMAT) forms, necessary for these shipments, are properly completed and submitted. The contractor shall be required to track shipments, receipts, and returns as applicable. The contractor shall provide up-to-date status of all shipping and transportation actions to and from its facilities under this TO.

The contractor shall report any observed shortages, overages, incorrect items received, lost shipments, damaged items received, improper preservation, improper packaging, and/or improper marking for receipted shipments on Standard Form (SF) 364, Report of Discrepancy (ROD).

The contractor shall ensure that all contractor personnel understand the content of the applicable Security Classification Guide (SCG). The contractor shall ensure that all personnel properly mark, store, handle, and ship all material the contractor acquires, generates, or creates in accordance with AR 380-5, and in accordance with the applicable SCG. The contractor shall ensure all packaging is properly marked and that all security classification guidance for marking and handling is followed.

### **D.2 REQUIREMENTS FOR UNIQUE IDENTIFICATION (UID)**

The contractor shall comply with the U.S. Army's UID policy for all system components. Current guidance and information about UID is available at:

<http://www.acq.osd.mil/dpap/pdi/uid/>.

## SECTION D - PACKAGING AND MARKING

The contractor shall comply with the DoD Standard Practice Military Marking for Shipment and Storage, MIL-STD-129P, September 19, 2007. Business Rules and references for Radio Frequency Identification (RFID) can be found here: <http://www.acq.osd.mil/log/sci/ait.html>.

### **D.3 TRANSPORTATION AND SHIPPING**

The contractor shall recommend and execute approved domestic and contingency transportation to ensure timely and successful mission accomplishment. Planning shall determine sources, limitations, options, and capabilities (e.g., Military Airlift (MILAIR) or commercial aircraft), to provide transportation for deployment and contingency operations. All transportation actions requiring MILAIR movement shall be coordinated through the FEDSIM COR. Upon plan approval, the contractor shall source and execute the necessary air, rail, ground, and sea transportation required to meet operational requirements. The contractor shall provide appropriate preparation of mission equipment, support equipment, spares, force protection material and devices, health and welfare materiel, and personnel for deployment. This preparation shall include identification, inspection, documentation, packaging, and preservation as required; coordination with appropriate shipping agencies; and U.S./foreign Customs requirements including all entry and exit-related requirements for specific countries where applicable (e.g., Germany, South Korea, etc.). Customs documentation for personnel shall include all documentation in accordance with the DoD Foreign Clearance Guide (FCG), to include passports, visas, immunizations, training certificates, etc. Cargo documentation shall include Air Waybill (AWB) development, Prima Invoice, U.S. goods certification documentation, U.S. Army contract certification, International Traffic in Arms Regulations (ITAR) exemption certification, etc. Actions shall also include HAZMAT identification and documentation (e.g., fuel in tank certification, corrosive materials certification, etc.), special movement applications, as required, accountability procedures, and all other actions related to movement control. The contractor shall assist in managing priority transportation requirements and flow of equipment, materiel, and personnel throughout the deployment, sustainment, and redeployment phases of domestic and international operations. This support shall include planning and provision of oversight assistance in training unit deployment teams and personnel during deployment operations. The contractor shall attend joint planning/scheduling workshops and site coordination visits with supporting units, as required. It is incumbent upon the Government to establish and provide mission and mission support objectives, milestone dates, and other performance related goals for the contractor to develop, recommend, and conduct service support actions for the timely execution of transportation and shipping management support under the provisions of this TO, PWS, and contract.

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the INSCOM AOO TPOC and the FEDSIM COR at at Fort Belvoir or as defined in the TDL provided by the FEDSIM CO.

### **E.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and INSCOM AOO TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

### **E.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the TO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

### **E.4 DRAFT DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The FEDSIM CO/COR will provide written notification of acceptance or rejection (Section J, Attachment H) of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will document the issues associated with the non-conforming products or services in the award fee determination report, and there will be an associated impact to the award fee earned.

## SECTION F – DELIVERIES OR PERFORMANCE

### **F.1 PERIOD OF PERFORMANCE**

The period of performance for this TO is a one-year base period and four, one-year options.

Base Period:	August 1, 2019 – July 31, 2020
First Option Period:	August 1, 2020 – July 31, 2021
Second Option Period:	August 1, 2021 – July 31, 2022
Third Option Period:	August 1, 2022 – July 31, 2023
Fourth Option Period:	August 1, 2023 – July 31, 2024

### **F.2 PLACE OF PERFORMANCE**

Place of Performance includes, but is not limited to, the following:

- a. Camp Humphreys, SK
- b. Camp Zama, JP
- c. Fort Belvoir, VA
- d. Fort Bragg, NC
- e. Fort Gordon, GA
- f. Fort Hood, TX
- g. Fort Meade, MD
- h. Fort Shafter, HI
- i. San Antonio, TX
- j. Tacoma, WA
- k. Vicenza, IT
- l. Wiesbaden, DE

CONUS and OCONUS long-distance travel is anticipated to be required in support of this effort.

### **F.3 TASK ORDER SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

DEL: Deliverable  
IAW: In Accordance With  
NLT: No Later Than  
TOA: Task Order Award  
All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

## SECTION F – DELIVERIES OR PERFORMANCE

The Government Rights in Data for all deliverables listed in the table below is Unlimited Rights, per DFARS 252.227-7013.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

<b>DEL. #</b>	<b>MILESTONE/ DELIVERABLE</b>	<b>CLIN</b>	<b>TOR REFERENC E</b>	<b>DATE OF COMPLETION/ DELIVERY</b>
	Project Start (PS)			At TOA
01	Kick-Off Meeting Agenda	0001	C.5.1.2	At least three workdays prior to the Kick-Off Meeting
02	Kick-Off Meeting	0001	C.5.1.2	Within 25 workdays of TOA
03	Kick-Off Meeting Minutes	0001	C.5.1.2	Within 5 workdays of Kick-Off Meeting
04	Monthly Status Report	0001	C.5.1.3	Monthly 10 <sup>th</sup> calendar day of the next month)
05	Monthly Technical Status Meeting	0001	C.5.1.4	Monthly
06	Monthly Technical Status Meeting Minutes	0001	C.5.1.4	5 workdays after Monthly Technical Status Meeting
07	Draft Project Management Plan	0001	C.5.1.5	Due at Kick-Off Meeting
08	Final Project Management Plan	0001	C.5.1.5	10 workdays after receipt of Government comments
09	Project Management Plan Updates	0001	C.5.1.6	As project changes occur, no less frequently than annually
10	Trip Report(s)	0001	C.5.1.7	Within 10 workdays following completion of each trip
11	Baseline Quality Management Plan	0001	C.5.1.2	Due at Kick-Off Meeting
12	Final Baseline Quality Management Plan	0001	C.5.1.9	10 workdays after receipt of Government comments
13	Quality Management Plan Updates	0001	C.5.1.9	As changes in program processes are identified
14	Updated Transition-In Plan	0001	C.5.1.2, C.5.1.10	Due at Kick-Off Meeting
15	Final Transition-In Plan	0001	C.5.1.10	10 workdays after receipt of Government comments
16	Draft Transition-Out Plan	0001	C.5.1.11	Within six months of PS
17	Final Transition-Out Plan	0001	C.5.1.11	10 workdays after receipt of Government comments
18	Transition-Out Plan Updates	0001	C.5.1.11	Annually and then quarterly during final Option Period
19	OSIR	0001	C.5.2	As Required

## SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENC E	DATE OF COMPLETION/ DELIVERY
20	Draft LCP	0001	C.5.2.1	Due at Kick-Off Meeting
21	Final LCP	0001	C.5.2.1	10 workdays after receipt of Government comments
22	LCP Updates	0001	C.5.2.1	As Required
23	Training Support Package	0001	C.5.3.3.1	As Required
24	Training Support Package Review	0001	C.5.3.3.1	Semi-Annually and updated upon recommendation approval
25	Training Support Package Recommendations	0001	C.5.3.3.1	As Required
26	OSINT Toolkit Recommendations	0001	C.5.4	As Required
27	Graphic Presentations	0001	C.5.5	As Required
28	OSINT Activity Audits	0001	C.5.5.1	As Required
29	Copy of TO (initial award and all modifications)	0001	F.4	Within 10 workdays of award

**The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and 252.227-7014.**

### **F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (Section F, Deliverable 29). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

## SECTION F – DELIVERIES OR PERFORMANCE

### **F.5 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the INSCOM designated repository. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- |                 |                                       |
|-----------------|---------------------------------------|
| a. Text         | Microsoft (MS) Word, Google Docs, PDF |
| b. Spreadsheets | MS Excel, Google Sheets               |
| c. Briefings    | MS PowerPoint, Google Slides          |
| d. Drawings     | MS Visio, Google Drawings             |
| e. Schedules    | MS Project, Smartsheet                |

### **F.6 PLACE(S) OF DELIVERY**

Unclassified deliverables or correspondence shall be delivered to the FEDSIM COR at the following address:

Benjamin Myers  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: 202-716-6128  
Email: benjamin.myers@gsa.gov

Copies of all deliverables shall also be delivered to the INSCOM TPOC. The INSCOM TPOC name, address, and contact information will be provided at award.

### **F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (Section J, Attachment E) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.



## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (Section J, Attachment A). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

#### **G.1.1 CONTRACT ADMINISTRATION**

Contracting Officer:

Patricia Stephens  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 230-6389  
Email: [patricia.stephens@gsa.gov](mailto:patricia.stephens@gsa.gov)

Contracting Officer’s Representative:

Benjamin Myers  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: 202-716-6128  
Email: [benjamin.myers@gsa.gov](mailto:benjamin.myers@gsa.gov)

Alternating Contracting Officer’s Representative:

Mark Terzano  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (703) 589-2634  
Email: [mark.terzano@gsa.gov](mailto:mark.terzano@gsa.gov)

Technical Point of Contact:

Leo Schultz  
8825 Beulah Street  
Fort Belvoir VA 22060  
Telephone: (703) 706-1990  
Email: [Leonardo.E.Schultz.civ.@mail.mil](mailto:Leonardo.E.Schultz.civ.@mail.mil)

## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.2 INVOICE SUBMISSION**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: 47QFCA19F0040

Project Title: United States Army Open-Source Intelligence Capabilities (AOC)

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information System (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. The FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at [AASBS.helpdesk@gsa.gov](mailto:AASBS.helpdesk@gsa.gov).

### **G.3 INVOICE REQUIREMENTS**

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and INSCOM TPOC for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

The contractor shall provide receipts for any long-distance travel and Equipment and Material and ODC purchase made under this TO.

Regardless of contract type, the contractor shall report the following metadata:

- a. Contract Number (*For OASIS, the OASIS MA-IDIQ number*).

## SECTION G – CONTRACT ADMINISTRATION DATA

- b. Task Order Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.
- d. Contractor Name.
- e. POC Information.
- f. Current period of performance.
- g. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

### **G.3.1 COST-PLUS-AWARD-FEE (CPAF) CLINs (for LABOR)**

The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by individual, rolled up by CLIN element (as shown in Section B), and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Exempt or non-exempt designation.
- d. Service Occupational Classifications (SOC) number.
- e. Employee proposed or OASIS labor category.
- f. Current monthly and total cumulative hours worked.
- g. Direct Labor Rate.
- h. Effective hourly rate (e.g., cumulative costs/cumulative hours).
- i. Current approved billing rate percentages in support of costs billed.
- j. Itemization of cost centers applied to each individual invoiced.
- k. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)).
- l. Any costs incurred not billed reported by CLIN (e.g., lagging costs).
- m. Labor adjustments from any previous months (e.g., timesheet corrections).
- n. Provide comments for deviations outside of invoiced charges:
  - 1. Invoiced travel authorization request is ten percent higher than the GSA FEDSIM approved estimate.
  - 2. An employee's direct rate exceeds the FEDSIM CO's approved direct rate by \$10.
  - 3. An employee's hours exceed a regular bi-weekly schedule (i.e., 80 hours) by more than ten hours.

All cost presentations provided by the contractor in Excel shall show indirect charges itemized by individual with corresponding indirect rates with cost center information. The invoice detail shall be organized by CLIN.

## SECTION G – CONTRACT ADMINISTRATION DATA

The contractor may invoice for fee after accepting the modification which includes the award fee determination and any corresponding deobligation of unearned fee. See the AFDP in Section J, Attachment D for additional information on the award fee determination process.

### **G.3.2 TOOLS AND ODCs**

The contractor may invoice monthly on the basis of cost incurred for the Tools and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Tools and/or ODCs purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

### **G.3.3 TRAVEL**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

**CLIN Total Travel:** This invoice information shall identify all cumulative travel costs billed by CLIN. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request number or identifier, approver name, and approval date.
- b. Current invoice period.
- c. Names of persons traveling.
- d. Number of travel days.
- e. Dates of travel.

## SECTION G – CONTRACT ADMINISTRATION DATA

- f. Number of days per diem charged.
- g. Per diem rate used.
- h. Total per diem charged.
- i. Transportation costs.
- j. Total charges.
- k. Explanation of variances exceeding ten percent of the approved versus actual costs.
- l. Indirect handling rate.

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's DCAA cost disclosure statement.

### **G.4 TASK ORDER (TO) CLOSEOUT**

The Government will unilaterally close out the TO NLT six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this TO is 541990, All Other Professional, Scientific, and Technical Services.

### **H.2 PRODUCT SERVICE CODES (PSC)**

The PSC is B538 – Special Studies/Analysis - Intelligence. The contractor shall enter the PSC in the OASIS Contractor Payment Reporting Module (CPRM) for each TOA.

### **H.3 KEY PERSONNEL**

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO.

The Key Personnel must possess all required qualifications at time of proposal submission and at time of Key Personnel substitution request submission.

- a. Program Manager (PM)
- b. Program of Instruction (POI) Development Manager
- c. Senior Capability Manager (SCM)
- d. Operations Lead
- e. Chief Data Scientist
- f. Collection & Exploitation Manager

The Government desires that Key Personnel be assigned for the duration of the TO.

#### **H.3.1 PROGRAM MANAGER (PM)**

The contractor shall identify a PM to serve as the Government’s main POC and to provide overall leadership and guidance for all contractor personnel assigned to the TO. The PM shall perform the quality and efficiency of the TO. The PM shall have organizational authority to execute the requirements of the TO. The PM shall assign tasking to contractor personnel, supervise ongoing technical efforts, and manage overall TO performance to ensure the optimal use of assigned resources and subcontractors. The PM shall have the ultimate authority to commit the contractor’s organization and make decisions for the contractor’s organization in response to Government requirements, issues, concerns, or problems. The PM shall also be responsible for management and oversight of all CONUS/OCONUS activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this TO. The PM shall provide management, direction, administration, quality control, and leadership of the execution of this TO. The PM shall conduct meetings and provide deliverables in accordance with the Government-approved delivery schedule. The PM shall be readily available to respond to Government questions, concerns, and comments, and be proactive in alerting the Government to potential contractual and programmatic issues. The PM shall be located within the National Capital Region (NCR).

The PM shall be an employee of the awardee and shall not be subcontracted.

It is required that the PM has the following qualifications:

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- a. An active Project Management Institute (PMI) Project Management Professional Certification at the time of proposal submission.
- b. A Bachelor's degree with ten years of relevant experience managing complex Army, DoD, or IC projects/operations of a nature similar in scope and complexity as referenced under this TO.
- c. Active Top Secret (TS) Clearance with Sensitive Compartmented Information (SCI) Eligibility Clearance.

It is desirable that the PM has the following qualifications:

- a. Fifteen years of experience in direct support of Army, DoD, and the IC.
- b. Five years of experience with intelligence collection or analysis, open source/PIA collection, structured analytic techniques, social network theory, and operations security in the cyberspace domain or cybercrime, including experience teaching difficult concepts.
- c. Experience in leadership of complex tasks, including review of work products for correctness and compliance with industry best practices, DoD standards, and Army standards.
- d. Experience planning, directing, coordinating, and managing the contractor's proposed methodologies and approach for a project or program similar in scope and complexity to this TO in a Defense acquisition environment.

### **H.3.2 PROGRAM OF INSTRUCTION (POI) DEVELOPMENT MANAGER**

The POI Development Manager shall manage development and maintenance of the OSINT training curriculum. The POI Development Manager shall be located on-site at HQ INSCOM at Fort Belvoir, VA. The POI Development Manager shall develop all applicable POI, Lesson Plans, Practical Exercises, and Evaluations. The POI Development Manager shall possess basic development and instruction skills, support development of training products, participate in training product development sessions, instruct training classes, and understand the training ADDIE process concepts.

It is required that the POI Development Manager has the following qualifications:

- a. Bachelor's degree and a minimum of ten years of relevant experience in Intelligence Operations, Data Science, Cyber Operations, Intelligence Collection, Intelligence Exploitation, or a related intelligence and operations field.
- b. Five years of experience in areas that include developing user guides, developing training materials, classroom instruction, developing SOPs, or other Government or system-related technical writing.
- c. Active Top Secret (TS) Clearance with Sensitive Compartmented Information (SCI) Eligibility Clearance.

It is desired that the POI Development Manager have the following qualifications:

- a. Graduate of OS301/OS302, CASO™, defense, or IC equivalent (e.g., Defense Intelligence Agency (DIA) OS1, Federal Bureau of Investigation (FBI) OS101).
- b. Three years of experience working in the intelligence field for the U.S. Army or Joint Commands.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- c. Experience in SIGINT, All Source Intelligence, HUMINT, CI, GEOINT, Open Source Support to Cyber Operations, Information Operations, or Special Operations.

### **H.3.3 SENIOR CAPABILITY MANAGER (SCM)**

The Senior Capability Manager (SCM) shall manage feedback and capability exploration for expansion of existing and emerging OSINT capabilities to assist with AOO leadership decision making. The SCM shall be located on-site at HQ INSCOM on Fort Belvoir. The SCM shall have interaction with senior Army leadership, supported forces, industry IT leaders, Data Science industry leaders and IC/DoD Partners to assist in the development of AOO data strategy objectives, application identification and implementation. The SCM shall coordinate all capability assessments of existing OSINT/PAI capabilities and emerging technologies, recommendations for integration into the OSINT Toolkit, and assist with execution plans for moving new tools into the operational environment. The SCM shall assist in determining the best solution needed to address the gaps, overlaps and any possible duplication effort at the enterprise-level rather than at the individual operator's level. This includes synchronization of IT strategy and planning with AOO's existing and future business goals to include promotion of shared applications and infrastructure to cut expenditures and enhance the flow of information using big data analytics.

It is required that the SCM has the following qualifications:

- a. Bachelor's degree with ten years of experience in MI, national intelligence or academia, data science, or library science.
- b. Active Top Secret (TS) Clearance with Sensitive Compartmented Information (SCI) Eligibility Clearance.

It is desirable that the SCM has the following qualifications:

- a. Prior experience working in the intelligence field for the U.S. Army or Joint Commands.
- b. Graduate of OS301/OS302/OS401/CASO™/Touchstone Analytics/Echo Analytics Course or other DoD/IC equivalent.
- c. Experience in All Source Intelligence, SIGINT, HUMINT, CI, GEOINT, Open Source Support to Cyber Operations, Information Operations, or Special Operations.

### **H.3.4 OPERATIONS LEAD**

The Operations Lead shall regularly interpret higher authority direction, command guidance, and strategies to accomplish the AOO Director's MI priorities as reflected in the operational goals and missions. The Operations Lead shall be located on-site at HQ INSCOM at Fort Belvoir, VA. The Operations Lead shall provide oral and written communication suitable to inform general officer level audiences on multi-year projects, doctrine, and policies that will affect the entire Army.

It is required that the Operations Lead has the following qualifications:

- a. Bachelor's degree.
- b. Ten years of experience with intelligence and information issues within the IC.
- c. Active Top Secret (TS) Clearance with Sensitive Compartmented Information (SCI) Eligibility Clearance.



## SECTION H – SPECIAL CONTRACT REQUIREMENTS

It is desirable that the Operations Lead has the following qualifications:

- a. Master's Degree in one of the following areas: Business Administration, English, Law, Public Policy, Intelligence, or a related discipline.
- b. First-hand experience working closely with national governance boards, national and defense committees, and working groups.

### **H.3.5 CHIEF DATA SCIENTIST**

The Chief Data Scientist will advise AOO leadership on enhancing ability to store and exploit large data sets beyond the current capabilities using big data analytics, in order to facilitate faster and more streamlined decision making. Contractor will support AOO exploration of emerging capabilities in Big Data, data analytics, and data science to support definition of AOO Data Strategy. Contractor will enhance the synergies between INSCOM and the other major entities in the IC to keep pace with evolving threats through continuous innovation of OSINT capabilities and data science industry leaders.

It is required that the Chief Data Scientist has the following qualifications:

- a. Master's degree in computer science, mathematics, statistics, or a related discipline to the data science field.
- b. Active Top Secret Clearance with Sensitive Compartmented Information (SCI) eligibility clearance.
- c. 10 years of experience with the application of data science, data analytics, and artificial intelligence.

It is desirable that the Chief Data Scientist has the following qualifications:

- a. 5 years of experience with the collection and exploitation of publicly available information and the analysis of open source intelligence data.
- b. 5 years of experience in the intelligence field supporting the IC.

### **H.3.6 COLLECTION & EXPLOITATION MANAGER**

The Collection and Exploitation Manager will lead OSINT practitioners to conduct collection and exploitation of Publically Available Information (PAI) by leveraging an AOO-approved suite of tools to answer both standing and ad hoc data intelligence requirements in a timely manner, as required by the time sensitivity of the requirement. The Collection and Exploitation Manager shall regularly interpret higher authority direction, command guidance, and strategies to accomplish the AOO Director's priorities as reflected in the operational goals and missions. The Collection and Exploitation Manager shall be located on-site at HQ INSCOM at Fort Belvoir, Virginia. The Collection and Exploitation Manager shall provide oral and written communication suitable to inform general officer level audiences on OSINT collection and exploitation, and mission performance reviews. The Collection and Exploitation Manager shall interface regularly with all command leadership within the enterprise.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

It is required that the Collection and Exploitation Manager has the following qualifications:

- A. Bachelor's degree with 10 years of relevant experience managing or directing collection and exploitation support for the Army, DoD and the IC.
- B. Active Top Secret (TS)/Sensitive Compartmented Information (SCI) Security Clearance.

It is desirable that the Collection and Exploitation Manager has the following qualifications:

- A. Minimum 5 years of experience regarding intelligence collection or analysis, open-source and publically available information collection, structured analytic techniques, and social network theory.
- B. Experience in reviewing of work products for correctness, and compliance with industry best practices, DoD standards, and Army standards.
- C. Experience planning, directing, coordinating, and managing the contractor's proposed methodologies and approach for a project or program similar in scope and complexity to this TO in a Defense acquisition environment.

### **H.4 KEY PERSONNEL SUBSTITUTION**

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the TOR, the contractor shall notify the FEDSIM CO and the FEDSIM COR of the existing TO. This notification shall be NLT ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, those of the Key Personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement).

### **H.5 GOVERNMENT-FURNISHED INFORMATION (GFI)**

The Government will provide all necessary information, data, and documents to the contractor for work required under the TO no later than five days after the approval of each TPL (see Section H.19). The contractor shall use GFI, data, and documents only for the performance of work under this TO and shall be responsible for returning all GFI, data, and documents to the Government at the end of the performance period. Use of all GFI for other than Government work is strictly prohibited.

### **H.6 SECURITY REQUIREMENTS**

The contractor shall comply with all applicable installation or facility access and local security policies and procedures, which may be obtained from the Government. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Security Office. The contractor shall comply with all Common Access Card (CAC) requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

- a. **Communications Security (COMSEC)/IT Security.** All communications with DoD organizations are subject to COMSEC review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, the contractor is advised that any time a contractor places or receives a call, it is subject to COMSEC procedures. The contractor shall disseminate the above information to all employees dealing with DoD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.
- b. **Government Information Systems (IS).** Use of Government IS and access to Government networks is a revocable privilege, not a right. Contractor employees shall have a favorable background investigation or hold a security clearance and access approvals commensurate with the level of information processed or available on the system.
  1. Comply with the command's Acceptable Use Policy (AUP) for Government-owned IS and sign an AUP prior to or upon account activation.
  2. Complete initial and/or annual Information Assurance (IA) training as defined in the IA Best Business Practices (BBP) training:  
<https://cs.signal.army.mil/DoDIAA/default.asp>.
  3. Mark and safeguard files, output products, and storage media per classification level and disseminate them only to individuals authorized to receive them with a valid need to know.
  4. Protect IS and IS peripherals located in their respective areas in accordance with physical security and data protection requirements.
  5. Practice safe network and internet operating principles and take no actions that threaten the integrity of the system or network.
- c. **Protection of Personally Identifiable Information (PII).** The contractor shall protect all PII encountered in the performance of services in accordance with DFARS 224.103 and DoD Directive (DoDD) 5400.11, DoD Privacy Program, and DoD 5400.11-R. If a PII breach results from the contractor's violation of the aforementioned policies, the contractor shall bear all notification costs, call-center support costs, and credit monitoring service costs for all individuals for whom PII has been compromised.
- d. **CAC Requirements.** The CAC is the DoD Federal PIV credential. In accordance with Directive Type Memorandum (DTM) 08-003, December 1, 2008, incorporating Change 5, October 8, 2013, initial issuance of a CAC requires at a minimum, the completion of Federal Bureau of Investigations (FBI) fingerprint check with favorable results reflecting "No Record" and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. The issuance of a CAC will be based on four criteria: (1) eligibility for a CAC; (2)

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

verification of DoD affiliation from an authoritative data source; (3) completion of background vetting requirements according to the Federal Information Processing Standards Publication 201-1, PIV of Federal Employees and Contractors, March 2006, and DoD Regulation 5200.2-R, DoD Personnel Security Program, January 1987; and (4) verification of a claimed identity. CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting System (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Trusted Associate Sponsorship System (TASS).

1. **TASS.** The contractor is responsible for processing applications for CAC for every contractor employee who deploys with the military force OR who has a need to access any Government computer network in accordance with FAR 52.204-9, “Personal Identity Verification of Contractor Personnel.”

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent (TA), unless there are extenuating circumstances approved by the Government.

It is recommend that a Corporate Facility Security Officer (FSO) be designated to serve as the contractor’s single POC for Background Investigations (BIs), the TASS application process, and other CAC and security-related matters. If an FSO is not established, each contractor employee requiring a CAC will be required to process their own applications.

CAC applications shall be processed through the TASS. The contractor’s FSO or contractor employee shall submit requests for a CAC via email to the designated TASS Trusted Agent (TA) before accessing the TASS website. The TASS TA for this requirement will be: TBD.

The Government will establish a TASS application account for each CAC Request and will provide each contractor employee a user Identification (ID) and password, via email, to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application (entering/editing contractor information as applicable) at: <https://tass.dmdc.osd.mil/tass>.

The FSO or contractor employee shall submit completed applications in TASS and shall follow up to ensure that the TA is processing the request.

A CAC cannot be issued without evidence that the FSO has initiated a NACI.

The Government will inform the contractor’s applicant, via email, of one of the following:

- A. **Approved.\*** Upon approval, the information is transferred to the DEERS database and an email notification is sent to the contractor employee with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (RAPIDS Site Locator: <http://www.dmdc.osd.mil/rsl/>).
- B. **Rejected.\*** The Government, in a separate correspondence, will provide the reason(s) for rejection.
- C. **Returned.** Additional information or correction to the application required by the contractor employee.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

\*The contractor shall maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by Social Security Number (SSN) and two forms of identification. Identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list shall be a valid (unexpired) State or Federal Government-issued picture ID. The identity documents will be inspected for authenticity and scanned and stored in the DEERS upon issuance of an ID. The photo ID requirement cannot be waived, consistent with applicable statutory requirements. The Verification Officer will capture primary and alternate fingerprints, picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three years or the individual's contract end date (inclusive of any options), whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon departure or dismissal of each contractor employee. The contractor shall obtain a receipt for each card and provide to the Government.

- e. **IC Badging.** Contractors performing under this TO will require regular, frequent access to IC facilities (that utilize the IC badge) in order to conduct site visits, attend collaboration meetings, deliver training, and other routine business. Contractors will also attend various regular IC meetings. These locations will include access to the following facilities: Central Intelligence Agency, National Security Agency, National Geospatial-Intelligence Agency, Defense Intelligence Agency, and CCMDs, among other locations. These contractors support Army G-2 requirements to work with IC partners in discussing Army OSINT priorities, among other areas that require close integration with IC agencies. The Government will submit contractor employees for IC badges through HQ INSCOM.

### **H.6.1 INFORMATION ASSURANCE (IA)**

At all times, the contractor shall be in compliance with the following requirements that are contained in the DoDD 8140.01 and DoD 8570.01-M: Information Assurance Workforce Improvement Program (November 2015).

- a. The contractor shall guarantee that personnel accessing IS have the proper and current IA certification to perform IA functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The contractor shall meet the applicable IA certification requirements including:
  - 1. DoD-approved IA workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M.
  - 2. Appropriate operating system certification for IA technical positions as required by DoD 8570.01-M.
- b. The contractor shall provide documentation supporting the IA certification status of personnel performing IA functions and upload in the appropriate database.
- c. Contractor personnel who do not have proper and current certifications shall be denied access to DoD IS for the purpose of performing IA functions.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- d. Document the approach to meeting personnel DoD 8750.01-M compliance in the Project Staffing Plan.

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

### **H.6.2 SECURITY CLEARANCES**

All necessary facility and employee security clearances shall be at the expense of the contractor.

All Key Personnel assigned to work on this contract shall possess and maintain an active TS clearance with SCI eligibility. Contractor personnel performing duties associated with Tasks 2-7, require a TS/SCI clearance to perform the duties required. Any contractor personnel that require access to a SCIF are required to possess a TS/SCI clearance. For contractor personnel requiring less than a TS/SCI for any of the requirements identified in Tasks 2-7, the contractor shall request, in writing to the INSCOM TPOC and GSA FEDSIM COR this exemption for consideration and Government approval. The contractor shall maintain all required security clearance documentation and records and appropriate documentation of all applicable personnel clearances, or any request thereof, shall be forwarded to the FEDSIM COR when requested.

For contractor personnel who are cleared TS/SCI with another Government agency, the clearance must be successfully crossed over to Army INSCOM. The contractor shall not submit any individual for Government site access without the advance coordination and approval with the Army INSCOM TPOC and GSA FEDSIM COR. Request for Access (RFA) messages submitted for approval shall include a justification for access and the date the Army INSCOM TPOC and GSA FEDSIM COR approved the submittal. The contractor shall maintain sufficiently cleared personnel to perform the tasks required by this TO in accordance with the DD Form 254 (Section J, Attachment I). All contractor personnel shall possess a TS/SCI clearance to start work on this TO. The contractor shall comply with all security requirements.

In accordance with AR 380-67 (Personnel Security Program), the contractor shall ensure that all personnel associated with this TO meet all investigation requirements applicable to the required security clearance and access levels and ensure those requirements are maintained throughout the TO period of performance. All contractor personnel shall have undergone an SSBI or a Single Scope Background Investigation Periodic Review (SSBI-PR) within the last five years that was favorably adjudicated. If the SSBI-PR is overdue as a result of Government delays in processing background investigations, then the contractor personnel will continue to be eligible for access to classified information if the current eligibility is indicated in JPAS. The exception to the preceding sentence is if the Government is aware of relevant derogatory information related to an individual's continued eligibility for access, then the contractor personnel may be denied access. All contractor personnel shall be formally nominated by their company's security office to be indoctrinated into SCI programs.

The contractor shall ensure that all security, misconduct, or performance-related incidents are reported to the FEDSIM COR and the contractor's Facility Security Officer (FSO) within 48 hours of the incident. Once reported, the contractor's FSO shall report the incident in the JPAS within five working days of the incident. Incidents that are not reported in the time frame and

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

manner prescribed above may result in the incident along with the contractor's FSO being reported to the Defense Security Service (DSS) as a security violation and/or TO performance failure.

All necessary facility and employee security clearances shall be at the expense of the contractor. The contractor shall comply with all security requirements.

### **H.6.3 FACILITY CLEARANCE LEVEL (FCL)**

The contractor shall have and maintain a TS FCL.

## **H.7 LOGISTICAL SUPPORT**

### **H.7.1 STATUS OF FORCES AGREEMENTS (SOFA)/TECHNICAL EXPERT STATUS ACCREDITATION (TESA)/ANALYTICAL SUPPORT STATUS ACCREDITATION (ASSA)**

In consultation with the servicing legal advisor, the forward-deployed INSCOM TPOC/FEDSIM COR will inform the contractor of the existence of all relevant SOFAs, TESA, ASSA, and other similar documents, and provide copies upon request. The contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, TESA, ASSA, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the various SOFA implemented by U.S. Forces in a variety of theaters (e.g., South Korea, Italy, and Germany). The contractor shall coordinate with the Government to satisfy all requirements by the governing regulations for the specified theater. The contractor shall do the initial research into the requirements and inform the Government as to what the requirements are to travel into theater. The withdrawal of IC or TR status, or the withdrawal of or failure to provide any of the privileges associated therewith by the U.S., shall not constitute grounds for excusable delay by the contractor in the performance of the TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA, TESA, or ASSA status of an individual or company for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

### **H.7.2 REPUBLIC OF KOREA SOFA STATUS**

IC and TR status shall be governed by the U.S. - Republic of (South) Korea (ROK) SOFA as implemented by United States Forces Korea (USFK) Regulation 700-19, which can be found under the "publications" tab on the USFK homepage: <http://www.usfk.mil>.

Contract personnel may be classified as members of the "civilian component" under Article I-(b) of the SOFA between Korea and the U.S. This classification may be available, upon application, to all of the contractor personnel who are U.S. citizens, who do not ordinarily reside in Korea, and whose presence in Korea is necessary for the execution of this TO. This classification may entitle the employee to enter Korea, pursuant to invitational orders, under Article IX of the SOFA. Contractor personnel classified as members of the "civilian component" under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the "civilian component" in Korea.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Additional ROK SOFA clauses are inserted in Section J, Attachment V.

### **H.7.3 GERMANY SOFA STATUS**

The contractor shall comply with Army in Europe Regulation 715-9 “Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel,” USAR Regulation 600-700, “Identification Cards and Individual Logistics Support,” and guidance provided on DOCPER and USEUCOM Civilian Personnel Directorate websites for SOFA and TESA status.

The DOCPER implements the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor personnel as Technical Experts (TE). Contracts that propose to employ TE personnel in Germany, and the applications of individuals seeking TE status under those contracts, are submitted through DOCPER. The DOCPER website: <https://wr.acpol.army.mil/dcops-user/> provides guidance for DoD contractors for SOFA and TESA status.

### **H.7.4 ITALY SOFA STATUS**

The contractor is responsible for preparing the paperwork as required by the Italian and U.S. Governments for TDY personnel and those personnel awaiting TR approval. The governing authority is the “Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers’ Licenses, Civilian Component and Technical Representative Status,” issued on February 20, 2004. As for the TESA process in Germany, the TR documentation for each contractor employee to be stationed in Italy must be approved prior to completion of the TO transition period and each contractor employee in Italy must have approved TR status before beginning employment on this TO in Italy.

Full details on all requirements and processes for gaining required documentation needed for contract operations in Italy, and information on the DOCPER Contractor Online Processing System (DCOPS), the use of which is required, may be accessed through the following website: <https://wr.acpol.army.mil/dcops-user/>.

The U.S. Sending State Office (USSSO) for Italy is the DoD diplomatic-legal office responsible for supervising the administration of the NATO SOFA in Italy. USSSO is also the diplomatic representative for all foreign criminal jurisdiction issues involving DoD personnel; the NATO SOFA, and Foreign Claims Act claims arising out of DoD activities in Italy; the legal advisor to the Office of Defense Cooperation; the legal representative in Italy for USEUCOM; the litigation liaison to the U.S. Department of Justice (DoJ) for all Italian civil and labor litigation involving DoD activities; and the staff civil law advisor to the Ambassador and the diplomatic mission.

Contractor personnel performing in Italy shall comply with all applicable NATO SOFA requirements and provisions. USSSO URL: <https://it.usembassy.gov/embassy-consulates/rome/sections-offices/ussso/>.

### **H.7.5 DEFENSE BASE ACT (DBA) INSURANCE**

Pursuant to FAR 28.305, DBA insurance coverage provides workers’ compensation benefits (medical, disability, death) in the event of a work-related injury or illness outside the U.S.



## SECTION H – SPECIAL CONTRACT REQUIREMENTS

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor (DoL).

DBA insurance may be charged as either a direct or indirect cost consistent with the contractor's CAS D/S and DCAA-approved accounting system, and shall be furnished to the FEDSIM CO within 30 days of award of the TO. Whether DBA insurance is charged as a direct or indirect cost in accordance with the contractor's CAS D/S, the contractor shall submit a RIP(s) prior to incurring the costs. If required and approved by the FEDSIM CO, additional DBA riders may be charged as a direct cost to the Government.

### **H.7.6 DEPLOYMENT REQUIREMENTS**

The requirements of this TO have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the AOR, regardless if they are temporary travelers or permanently deployed/stationed. The contractor shall perform in accordance with AR 715-9 Contractors Accompanying the Force.

The contractor shall be responsible for performing all requirements of this TO notwithstanding crisis situations, contingencies, or exercises, including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this TO for cause.

The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. Contractor personnel will be integrated into Government contingency plans and afforded the rights as defined in this TO.

#### **H.7.6.1 COST OF LIVING ALLOWANCE (COLA)**

Chapter 200 of the DSSR outlines COLAs which include:

- a. Post Allowance
- b. Foreign Transfer Allowance
- c. Home Service Transfer Allowance
- d. Separate Maintenance Allowance
- e. Education Allowance
- f. Educational Travel

The Government will reimburse the contractor for education expenses only (item e. above), in accordance with DSSR Section 270 – Education Allowance, under this TO. The Government will not reimburse the contractor for any other COLAs identified in the DSSR which includes items a. – d. and f. above.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Education allowances will be reimbursed in accordance with the provisions of DSSR Section 270 – Education Allowance and at the rates established by the DSSR specific to each foreign location. Prior to incurring any education costs that the contractor intends to charge to the Government, the contractor shall submit an RIP for each school year that lists by employee name and location, the requested education allowance(s), and associated school grade for each child.

The rates established by the DSSR specific to each foreign location represent the maximum amount that may be reimbursed by the Government. The contractor shall invoice the Government based on the actual costs incurred up to the maximum amount authorized by the DSSR specific to each foreign location.

### **H.7.6.2 LIVING QUARTERS ALLOWANCE (LQA)**

Contractor personnel are also authorized to receive an annual LQA which is intended to cover the contractor's costs for rent, heat, lights, fuel, gas, electricity, water, and certain other fees. The LQA amount is calculated on the basis of location and with or without dependents rates.

Reimbursement will be based on actual cost and will not exceed the applicable Group 3 rates as outlined in the "Annual Living Quarters Allowance In U.S. Dollars (DSSR 130) Rates." These rates may be found at the following DoS website:

[http://aoprals.state.gov/Web920/lqa\\_all.asp?MenuHide=1](http://aoprals.state.gov/Web920/lqa_all.asp?MenuHide=1).

No other costs, regardless if allowable or not, shall be authorized for reimbursement for contractor overseas permanent assignments without written approval from the FEDSIM COR and INSCOM TPOC.

### **H.7.6.3 PRE-DEPLOYMENT PROCESSING IN SUPPORT OF U.S. ARMED FORCES MISSIONS**

The contractor shall comply with all Government issuances governing the operation of contractor employees in the region, theater, or AOR and processing of contractor employees as designated in the TA. Governing documents will be issued with individual TAs.

The contractor shall complete the Aircraft and Personnel Automated Clearance System (APACS) template prior to any individual being deployed OCONUS in support for any TA for a U.S. Government entity.

The CONUS Replacement Center (CRC) at Fort Bliss, TX is currently the designated processing site for personnel deploying to Hazard Duty/Combat Zones (HD/CZ) locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness.
- b. Theater-Specific Individual Readiness Training (TSIRT) certifications.
- c. Current Individual Readiness File (IRF) records needed for identification and processing.
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service).
- e. Any other preparation to prevent rejection by the CRC.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

### **H.7.6.4 PASSPORTS, VISAS, AND CUSTOMS**

Entry and exit requirements, with the exception of passports, shall be an allowable direct cost. The contractor shall be responsible, at its own expense, for all costs associated with obtaining passports necessary to enter and/or exit any area(s) identified by the FEDSIM COR for contractor personnel.

All contractor personnel shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

### **H.7.6.5 CONTRACTOR COMPLIANCE**

The contractor shall ensure that all contractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall comply, and shall ensure, that all deployed personnel comply, with pertinent Service and DoDD, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., SOFAs, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes pursuant to FAR 52.233-1 Disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel performance and conduct problems identified by the FEDSIM CO, FEDSIM COR, or INSCOM TPOC.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

### **H.7.6.6 SPECIAL LEGAL CONSIDERATIONS**

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, U.S.C., to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as if the

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

### **H.7.6.7 THEATER RISK ASSESSMENT AND MITIGATION**

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall comply with local badging information requirements.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

### **H.7.6.8 FORCE PROTECTION AND LIFE SUPPORT**

While performing duties in accordance with the terms and conditions of the TO, the Service/Agency (e.g., Army, Navy, Air Force, Marine Corps, Defense Logistics agency (DLA)), will provide force protection to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of force protection provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

The contractor shall acknowledge it is prepared, if required by the Government, to house and sustain (including feeding) its personnel in deployment locations and to accept/establish a safe house facility. The FEDSIM COR will provide the contractor with written notification if the contractor must billet its personnel outside of a U.S. compound. All costs associated with force protection and life support, if implemented, shall be billed to the TO as an ODC. Safe house support staff, including security staff, will not be sponsored (issued a CAC and/or an LOA) by the U.S. Government under this TO. Construction is prohibited.

### **H.7.6.9 SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT)**

The SPOT system is used to generate LOAs which define specific Government services and support all contractor personnel are authorized to receive in a deployment area. The contractor shall process LOAs in SPOT for all contractor personnel deploying under the TO and the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements.

### **H.7.6.10 HARDSHIP AND DANGER PAY**

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the Department of State Standardized Regulation (DSSR) Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended.

Compensation to ‘Basic Compensation’ shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed as an ODC.

### **H.7.6.11 LEASING**

All leasing requirements specified in the OASIS Pool 1 basic contract apply to this TO. If leasing occurs under this TO, the Government will not be the Lessee. Prior to entering into ANY leasing agreement, the contractor shall coordinate with the FEDSIM COR and INSCOM TPOC and have an approved RIP from the FEDSIM COR. Under no circumstances will the Government be deemed to have privity of contract with the Owner/Lessor of the Leased Items; or, will the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a TO.

### **H.8 TRAINING AND PERMITS**

**AT Level 1 Awareness Training (AT).** All contractor employees requiring access to Army Installations, facilities, and controlled access areas shall complete Level 1 AT within 30 calendar days after contract start date and within 30 calendar days of new employees commencing performance. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, within 15 calendar days after completion of training. Level 1 AT is available at <https://jkodirect.jten.mil>.

**Cybersecurity and IT Training.** All contractor employees shall complete the DoD Cyber Awareness Challenge Training before issuance of network access and annually thereafter. All contractor employees performing services involving cybersecurity and IT functions shall comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of the start of contract performance. In accordance with DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, contractor employees performing services supporting cybersecurity and IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M shall be completed upon contract award.

**Cyber Awareness.** All contractor employees with access to a government information system shall be registered in the Army Training Certification Tracking System (ATCTS) (<https://atc.us.army.mil/iastar/index.php>) prior to commencement of services, and shall successfully complete the DoD Cyber Awareness Challenge training prior to access to the IS and then annually thereafter. (<https://ia.signal.army.mil/DoDIAA/>).

**WATCH Training.** The contractor with an area of performance within an Army-controlled installation, facilities or area shall brief all employees on the local iWATCH program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the Government. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The contractor shall report completion for each affected

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

contractor employee and subcontractor employee, to the Government, within 15 calendar days after completion of training.

**OPSEC Training.** In accordance with AR 530-1, Operations Security, new contractor employees shall complete Level I OPSEC training within 30 calendar days of their reporting for duty and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee, to the Government, within 15 calendar days after completion of training. Level 1 OPSEC training is available at <http://dtic.mil/dtic/>.

**Classified Information.** For Contracts That Require Handling or Access to Classified Information. The contractor shall comply with FAR Clause 52.204-2, Security Requirements. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret” and requires contractors to comply with The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M) and applicable updates/changes. Secret is the baseline security level for this contract; TS/SCI is the security level for remote site and COOP support. Please see DD 254 for more information.

### **H.9 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

#### **H.9.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (Section J, Attachment J). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If the contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.9.2 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment K) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.10 SECTION 508 COMPLIANCE REQUIREMENTS**

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

### **H.11 ADEQUATE COST ACCOUNTING SYSTEM**

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and Contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the Contract.

### **H.12 APPROVED PURCHASING SYSTEM**

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government-audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is not mandatory but is preferred.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

### **H.13 TRAVEL**

#### **H.13.1 TRAVEL REGULATIONS**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the contiguous U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

#### **H.13.2 TRAVEL AUTHORIZATION REQUESTS (TAR)**

Before undertaking travel to any Government site or any other site in performance of this TO, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (Section J, Attachment L) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR, JTR, or DSSR.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose, itinerary containing dates, times, and locations of origin and departure.
- c. Be summarized by traveler's name, company, and position title traveling.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

#### **H.13.3 FLAT RATE PER DIEM FOR LONG TERM TDY**

In order to encourage contractors to take advantage of cost saving opportunities available for long term travel, contractors performing TDY for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- a. On the travel day to the TDY location, the contractor receives up to 100% lodging per diem at the locality rate and 75% Meals and Incidental Expenses (M&IE).



## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- b. For long-term TDY lasting 31 -180 days (in a single location), the authorized flat rate is 75% of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- c. For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55% of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location. Normally, TDY over 180 days is prohibited, but may be authorized at a very senior level when justified.
- d. When using a flat rate per diem, contractors are not required to submit a lodging receipt but are required to validate to the INSCOM TPOC and FEDSIM COR that they did incur lodging costs.

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate they should contact the INSCOM TPOC. If both the contractor and the INSCOM TPOC determine that lodging is not available at the reduced per diem rate, the FEDSIM COR may then authorize actual cost lodging (not to exceed the locality per diem rate). However, the contractor will receive M&IE at the reduced rate (75% for TDY of 31-180 days and 55% for TDY of 181+ days).

### **H.13.4 RELOCATION AND REPATRIATION**

The Government will reimburse the contractor for reasonable and allowable costs, as determined by the FEDSIM COR and FEDSIM CO, associated with relocating and repatriating personnel from/to the individual's CONUS home of record. In determining what is considered reasonable and allowable, the Government will consider FAR 31.205-35 and what is afforded to U.S. Government civilian employees under the JTR.

If the Government does not reimburse the contractor for an individual's relocation expenses (i.e., the individual was a local hire), in order for that individual to be eligible for Government reimbursement of repatriation costs, that individual shall commit to a minimum 24-month service commitment or until the end of the TO if there are less than 24 months of performance left, which commences when the individual begins work under this TO in the assigned position. If the individual vacates the position prior to the 24-month mark or the end of the TO if there are less than 24 months of performance left, the contractor shall bear all costs to repatriate the individual.

If the Government reimburses the contractor for an individual's relocation expenses, that individual shall commit to a minimum 24-month service commitment or until the end of the TO if there are less than 24 months of performance left, which commences when the individual arrives at the designated place of performance and begins work, under this TO and in the place of performance that the individual was relocated to at Government expense. If that individual vacates the position and/or place of performance prior to the 24-month mark or the end of the TO if there are less than 24 months of performance left, the contractor shall bear all costs associated with repatriating the individual and all costs associated with relocating a new individual to fill the position.

The Government will consider exceptions to the relocation and repatriation policy on a case-by-case basis. The contractor shall address all requested exceptions with the FEDSIM COR and the final decision will be made by the FEDSIM COR and FEDSIM CO.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor shall develop an SOP that outlines in detail the contractor's processes and procedures for managing relocation and repatriation activities and the contractor's proposed relocation and repatriation costs. This SOP shall be submitted to the Government as part of the contractor's PMP (**Section F, Deliverable 5**). The contractor shall operate in accordance with the most recent Government-approved version of the SOP/PMP.

Prior to incurring any costs associated with the relocation and/or repatriation of personnel that the contractor intends to charge to the Government, the contractor shall submit an RIP that identifies the specific charges and estimated associated costs for the FEDSIM COR's review and approval.

Travel-related expenses associated with the relocation and/or repatriation of personnel shall be submitted in a TAR and charged under the travel CLIN. This includes, but is not limited to, airfare, lodging, and per diem expenses incurred prior to the individual obtaining housing and becoming eligible for Living Quarters Allowance (LQA) in accordance with Section H.7.6.2. The Government will reimburse the contractor for lodging and per diem costs associated with relocation and/or repatriation for up to 60 days and will utilize the flat rate per diem model, detailed in Section H.13.3, at the 31 to 180-day rate regardless of how long the contractor occupies temporary housing. Reimbursement will be for one individual only regardless of family size.

### **H.14 TOOLS AND ODCs**

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system the contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP) (Section J, Attachment M). If the prime contractor is to lose an approved purchasing system, the contractor shall submit to the FEDSIM CO a Consent to Purchase (CTP) (Section J, Attachment N). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.15.2.

### **H.15 COMMERCIAL SUPPLIER AGREEMENTS**

**H.15.1** The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C.5.6 and as contemplated in the ODCs and Tools CLIN in Section B.5.1 (included with final TOR) may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Supplier Agreements"). The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section which shall be "specific rights" pursuant to DFARs 227.7202-3.

**H.15.2** The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above.

### **H.16 PRESS/NEWS RELEASE**

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

### **H.17 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014 apply.

### **H.18 AWARD FEE**

See the AFDP in Section J, Attachment D.

### **H.19 TECHNICAL DIRECTION LETTER (TDL)**

TDLs are a means of communication between the FEDSIM COR, INSCOM TPOC, and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the PWS. Technical direction means clarification of contractual requirements or direction of a technical nature, within the context of the PWS of the contract. In this capacity, the FEDSIM COR and INSCOM TPOC may provide technical direction to the contractor, so long as the technical direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. However, only the FEDSIM CO may authorize the implementation of the TDL, and the FEDSIM COR and INSCOM TPOC work within the limitations of the TDL. Once the FEDSIM CO authorizes work via a TDL, the contractor shall prepare a TDP in accordance with C.5.1.8. When necessary, the FEDSIM CO, in coordination with the FEDSIM COR and INSCOM TPOC, will provide the contractor with TDLs concerning details set forth in this TO subject to the following limitations:

- a. The TDL must be in writing and be concurred to by the INSCOM TPOC and the FEDSIM COR and approved by the FEDSIM CO prior to issuance of the TDL to the contractor. Any subsequent amendments to the TDL must be in writing and be concurred to by the INSCOM TPOC, and approved by the FEDSIM COR prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including, but not limited to, the Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- b. Each TDL issued is subject to the terms and conditions of this TO and will not be used to assign new work, direct a change to the quality or quantity of supplies or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs will only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the TO, the TO will take precedence.
- c. Issuance of TDLs will not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs will not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.
- d. TDLs will provide specific technical direction to the contractor only for work specified in the PWS and previously negotiated in the TOR. TDLs will not require new TO deliverables that may cause the contractor to incur additional costs.
- e. When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the FEDSIM CO in writing, with a copy to the FEDSIM COR, within two working days of having received the technical direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the FEDSIM CO through a contract modification or other appropriate action.

### **H.20 CONTRACTOR IDENTIFICATION**

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

### **H.21 NATIONAL SECURITY AGENCY REQUIREMENTS**

Technologies for the INSCOM AOO shall be procured in accordance with Committee on National Security Systems Policies (CNSSP) No. 11, “National Policy Governing the Acquisition of Information Assurance and IA-Enabled Information Technology Products.” In addition, technologies shall be procured which have been validated by Common Criteria Testing Labs, in accordance with the National Information Assurance Partnership (NIAP) Protection Profiles (PPs). Where a PP exists but the desired product has not been validated against it, INSCOM AOO shall direct the desired vendor to have its product validated against the appropriate, corresponding PP. For National Security Systems (NSS) where classified data is being protected at rest or in transit by commercial products, technologies from the Commercial Solutions for Classified (CSfC) Components List shall be used, in accordance with NSA’s published CSfC Capability Packages. Capability Packages and the CSfC Components List can be found by visiting the following website:

<https://www.nsa.gov/resources/everyone/csfc/>

NIAP-validated products can be found at the following NIAP website:

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

<https://www.niap-ccevs.org/Product>

### **H.22 EXTENDED WORK WEEK**

The contractor's normal duty hours shall be the same as the host organization. In accordance with FAR 22.103, a work week in OCONUS areas may be longer than 40 hours. The contractor may be required to provide labor hours in excess of 40 hours per work week to include holiday(s), weekends, and/or during irregular times and shifts based upon operations and exercises which may require support up to 24/7.

As required by the Government, the contractor shall provide work beyond the standard hours per week.

Additionally, the contractor shall be available to work "on-call" duty or extended hours to perform mission essential tasks as required by the FEDSIM CO, FEDSIM COR, and the INSCOM TPOC. As these hours are considered emergency hours, the FEDSIM COR and the INSCOM TPOC will identify the parameters of "on-call" duty or extended hours.

### **H.23 INTERNATIONAL TRAFFIC IN ARMS (ITAR).**

The contractor shall comply with all ITAR regulations regarding the export and temporary import of defense articles and services governed by 22 U.S.C. 2778 of the Arms Export Control Act (AECA) and Executive Order 13637.

### **H.24 PURCHASING VIA COMPUTER HARDWARE ENTERPRISE AND SOFTWARE SOLUTIONS (CHESS)**

All purchases shall be consistent with DoD and Army Acquisition Policies. When procuring COTS software, desktops, notebook computers, video teleconferencing, or other commercial IT equipment (e.g., routers, servers, and printers), or when procuring commercial IT services, the contractor shall use the CHESS program to the maximum extent possible.

### **H.25 GOVERNMENT-FURNISHED PROPERTY (GFP)**

The contractor shall perform work on-site at Government locations or off-site at the contractor's locations as necessary. Classified work will typically occur at Government locations. GFP includes desks, chairs, personal computers, telephones, building badges (i.e., CACs) to enter Government facilities, and basic access to printers, fax machines, scanners, and copy machines. Government issued laptops, Government-issued computers or network access will be provided to contractor personnel as required. Contractor personnel that do not provide support from Government spaces due to Government directed manning restrictions may be provided with a Government-issued computer to provide services in support of TO. The telephone and network access will be For Official Use Only (FOUO) and will be subject to communication management monitoring and security monitoring in accordance with Army Regulation (AR) 105-23 and 380-53, respectively. OCONUS GFP may be limited due to space and equipment issues.

The contractor shall safeguard and secure all GFP in accordance with FAR 52.245-1, DFARS 252.245-7003, and DoD governing policies and procedures. All GFP including, but not limited to, Information Technology (IT) equipment, Government laptops, communication devices, telephones, access cards, office furniture, and supplies shall be returned to the respective Government lead upon the departure of each responsible contractor employee or at the end of the

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

TO, whichever date comes earlier. Use of all GFP for other than Government work is strictly prohibited.

## SECTION I – CONTRACT CLAUSES

### **I.1 TASK ORDER CLAUSES**

All applicable and required clauses set forth in FAR 52.301 automatically flow down to all OASIS TOs, based on their specific contract type (e.g., cost, fixed-price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO award.

Section I of the contractor's Pool 1 OASIS Unrestricted contract is applicable to this TO.

### **I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses may apply to this TO.

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreement or Statements-Representation	Jan 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-7	System for Award Management	Oct 2016
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Award	Oct 2018
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Labs and Other Covered Entities	Jul 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (See Attachment O)	Aug 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2020
52.209-5	Certification Regarding Responsibility Matters	Oct 2015
52.209-7	Information Regarding Responsibility Matters	Jul 2013
52.215-22	Limitations on Pas-Through Charges - Identification of Subcontract Effort	Oct 2009
52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.215-12	Subcontractor Cost or Pricing Data	Oct 2010
52.216-7	Allowable Cost and Payment	Jun 2013
52.217-5	Evaluation of Options	Jul 1990
52.216-24	Limitation of Government Liability	April 1984
52.222-2	Payment for Overtime Premiums	July 1990

## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	May 2014
52.222-29	Notification of Visa Denial	Apr 2015
52.222-55	Minimum Wages Under Executive Order 13658	Dec 2015
52.223-15	Energy Efficiency in Energy-Consuming Products	Dec 2007
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products	Oct 2015
52.224-3	Privacy Training	Jan 2017
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consulate Mission Outside the United States	Mar 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	Jul 2014
52.228-4	Worker's Compensation Insurance and War-Hazard Insurance Overseas	Apr 1984
52.228-7	Insurance - Liability to Third Persons	Mar 1996
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-23	Assignment of Claims	May 2014
52.233-2	Service of Protest	Sep 2006
52.237-10	Identification of Uncompensated Overtime	Mar 2015
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2014
52.242-4	Certification of Final Indirect Costs	Jun 1997
52.242-5	Payments to Small Business Subcontractors	Jan 2017
52.242-15	Stop-Work Order (Alternate I)	Apr 1984
52.243-2	Changes - Cost-Reimbursement	Apr 1987
52.243-2	Changes - Cost-Reimbursement (Alternate II)	Apr 1984
52.244-2	Subcontracts Fill-In: In support of CLIN X001 – Labor	Oct 2010
52.246-3	Inspection of Supplies - Cost-Reimbursement	May 2001
52.246-5	Inspection of Services - Cost-Reimbursement	Apr 1984
52.246-16	Responsibility for Supplies	Apr 1984
52.246-23	Limitation of Liability	Feb 1997
52.247-14	Contractor Responsibility of Shipment	Apr 1984
52.247-34	F.O.B. Destination	Nov 1991



## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.247-67	Submission of Transportation Documents for Audit Fill-in: COR, see Section G	Feb 2006
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	Apr 1984
52.251-2	Interagency Fleet Management System Vehicles and Related Services	Jan 1991

### **I.2.1 FAR CLAUSES INCORPORATED BY FULL TEXT**

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

#### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

#### **FAR 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

- a. Any tax or duty from which the United States Government is exempt by agreement with the Government of any nation within the AOR of AFRICOM, U.S. Central Command (CENTCOM), EUCOM, NORTHCOM, USINDOPACOM, and U.S. Southern Command (SOUTHCOM) - or from which the Contractor or any subcontractor under this contract is exempt under the laws of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, USINDOPACOM, and SOUTHCOM - shall not constitute an allowable cost under this contract.
- b. If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed

## SECTION I – CONTRACT CLAUSES

under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

### **I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), CLAUSES INCORPORATED BY REFERENCE**

The full text of a clause may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

<b>GSAM</b>	<b>TITLE</b>	<b>DATE</b>
552.203-71	Restriction on Advertising	Sep 1999
552.204-9	Personal Identity Verification Requirements	Oct 2012
552.232-25	Prompt Payment	Nov 2009
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	Feb 2018
552.232-78	Commercial Supplier Agreements Unenforceable Clauses	Feb 2018

#### **I.3.1 GSAM CLAUSES INCORPORATED BY FULL TEXT**

##### **GSAM 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUNE 2016)**

As prescribed in 512.301(a)(1), insert the following clause:

Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (Jul 2003)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

552.203-71 Restriction on Advertising

552.211-73 Marking

552.215-70 Examination of Records by GSA

552.232-72 Final Payment

552.232-78 Payment Information

552.237-71 Qualifications of Employees

(End of clause)

## SECTION I – CONTRACT CLAUSES

### **I.4 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE**

The full text of a clause may be accessed electronically at Defense Procurement and Acquisition Policy website:

[www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html/](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html/)

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.201-7000	Contracting Officer's Representative	Dec 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep 2013
252.203-7003	Agency Office of the Inspector General	Dec 2012
252.203-7004	Display of Hotline Posters	Oct 2016
252.204-7000	Disclosure of Information	Aug 2013
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
202-204-7008	Compliance with Safeguarding Covered Defense Information Controls	Oct 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Oct 2016
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	Nov 2013
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles <i>(required only if flight requirements)</i>	DEC 1991
252.232-7007	Limitation of Government's Obligation	APR 2014
252.239-7010	Cloud Computing Services	AUG 2015
252.242-7005	Contractor Business Systems <i>(not required for small business set asides)</i>	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7001	Warranty of Data	MAR 2014
252.211-7003	Item Identification and Valuation	Dec 2013
252.211-7007	Reporting of Government-Furnished Property	Aug 2012
252.211-7008	Use of Government-Assigned Serial Numbers	Sep 2010
252.215-7000	Pricing Adjustments	Dec 2012

## SECTION I – CONTRACT CLAUSES

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel	Sep 2011
252.216-7005	Award Fee	Feb 2011
252.222-7002	Compliance with Local Labor Laws (Overseas)	Jun 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Dec 2010
252.222-7007	Representation Regarding Combating Trafficking in Persons	Jan 2015
252.223-7004	Drug Free Work Force	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials - Basic	Sep 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award	Oct 2015
252.225-7012	Preference for Certain Domestic Commodities	Dec 2016
252.225-7013	Duty-Free Entry	May 2016
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Mar 2006
252.225-7048	Export-Controlled Items	Jun 2013
252.225-7976	Contractor Personnel Performing in Japan (Deviation 2018-O0019)	Aug 2018
252.227-7000	Non-estoppel	Oct 1966
252.227-7013	Rights in Technical Data - Noncommercial Items	Feb 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Feb 2014
252.227-7015	Technical Data - Commercial Items	Feb 2014
252.227-7016	Rights in Bid or Proposal Information	Jan 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	Jan 2011
252.227-7019	Validation of Asserted Restrictions - Computer Software	Sep 2011
252-227-7020	Rights in Special Works	Jun 1995
252.227-7021	Rights in Data - Existing Works	Mar 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	May 2013
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Apr 1988

## SECTION I – CONTRACT CLAUSES

DFARS	TITLE	DATE
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995
252.227-7030	Technical Data - Withholding of Payment	Mar 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	Jun 2013
252.229-7002	Customs Exemptions (Germany)	Jun 1997
252.229-7006	Value Added Tax Exclusion (United Kingdom)	Dec 2011
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7007	Limitation of Government's Obligation	Apr 2014
252.232-7008	Assignment of Claims (Overseas)	Jun 1997
252.232-7010	Levies on Contract Payments	Dec 2006
252.233-7001	Choice of Law (Overseas)	Jun 1997
252.239-7001	Information Assurance Contractor Training and Certification	Jan 2008
252.239-7010	Cloud Computing Services	Aug 2015
252.242-7005	Contractor Business Systems	Feb 2012
252.242-7006	Accounting System Administration	Feb 2012
252.243-7002	Requests for Equitable Adjustment	Dec 2012
252.244-7000	Subcontracts for Commercial Items	Jun 2013
252.244-7001	Contractor Purchasing System Administration	May 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr 2012
252.245-7002	Reporting Loss of Government Property	Apr 2012
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.245-7004	Reporting, Reutilization, and Disposal	May 2013
252.246-7001	Warranty of Data - Basic	Mar 2014
252.246-7003	Notification of Potential Safety Issues	Jun 2013
252.246-7008	Sources of Electronic Parts	May 2018
252.247-7023	Transportation of Supplies by Sea - Basic	Apr 2014
252.251-7000	Ordering from Government Supply Sources	Aug 2012
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services	Dec 1991

## SECTION I – CONTRACT CLAUSES

### **I.4.1 DFARS CLAUSES INCORPORATED BY FULL TEXT**

#### **DFARS 252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)**

(a) *Definition.* As used in this clause –

*United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the *Federal Register* on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

## SECTION J – LIST OF ATTACHMENTS

### **J.1 LIST OF ATTACHMENTS**

The following attachments are attached, either in full text or electronically at the end of the TOR.

<b>ATTACHMENT</b>	<b>TITLE</b>
A	COR Appointment Letter
B	Acronym List
C	Incremental Funding Chart
D	Award Fee Determination Plan (AFDP)
E	Problem Notification Report (PNR) Template
F	Monthly Status Report (MSR) Template
G	Trip Report Template
H	Deliverable Acceptance-Rejection Report Template
I	Department of Defense (DD) 254
J	Organizational Conflict of Interest (OCI) Statement
K	Corporate Non-Disclosure Agreement (NDA)
L	Travel Authorization Request (TAR) Template
M	Request to Initiate Purchase (RIP) Template
N	Consent to Purchase (CTP) Template
O	BAE Systems - Representation for FAR Clause 52.204-24 (Aug 2020)
P	RESERVED
Q	RESERVED
R	RESERVED
S	Training Load Data
T	RESERVED
U	RESERVED
V	Republic of Korea SOFA Clause
W	Current Environment Detail
X	Tools and Capabilities
Y	RESERVED
Z	SLAs and Performance Metrics